111-26 CORRECTED VERSION REDACTED

111-26

**BRUCE A. BLAKEMAN**
County Executive

**NASSAU COUNTY**
New York

# Staff Summary 2026

| | |
|---|---|
| **Date:** 05/01/2026 | **Legislation Type:** Ordinance |
| **Dept:** DPW | **Subject:** Real Property Sale Ordinance |
| **Dept Head:** Michael Kwaschyn | |
| **Dept Contact:** Patrick R. Gallagher, Esq. | |
| **Dept Head Signature:** | |

## Internal Approvals

| | | | |
|---|---|---|---|
| **County Executive/Deputy:** | | **County Attorney:** | |
| **Budget:** | | **Legislative Affairs:** | CGL |

**Purpose:** To approve an ordinance (**Attachment A**) for the sale of real property located in the Riverhead, NY (the "**Property**"), known as District 600, Section 41, Block 1, Lot 15 on the Suffolk County Land and Tax Map with an address of 3186 Sound Avenue, Riverhead, NY 11901, in the Hamlet of Riverhead, Town of Riverhead, State of New York. The Property consists of a 4-H camp, farmland, woodland, bluffs, and contains frontage on the Long Island Sound. The camp portion of the Property is operated by Cornell Cooperative Extension of Nassau County ("**CCE**") who will continue to manage the camp after the Property is sold. The Property will be sold to the Peconic Land Trust, Inc., a New York 501(c)(3) not-for-profit organization, to be perpetually preserved, including continued camp and agricultural use.

**Discussion:**

The Property is approximately 144.7 acres (6,011,280 square feet) in size and has been used for several decades by the CCE as the Dorothy P. Flint Nassau County 4-H Camp, including the year-round use of the Property as an outdoor living/learning laboratory supporting the mission and programming of CCE (the "**4-H Camp**"). The 4-H Camp contains a building inventory of approximately 101 structures comprised of a mix of camp cabins, washrooms, meeting centers, dining halls, staff housing, barns, and craft barns, all of which need significant improvements due to age and the limited availability of maintenance funding. In addition to the 4-H Camp, approximately 42-acres of the Property is being used as a working farm that produces vegetables, flowers, garlic, herbs, apples, honey, and chicken eggs. To support this agricultural use, the Property also contains a horse barn, horse shelter, sheds, and coops.

The County has determined that it is in the public interest to sell the Property to be perpetually preserved and allow the 4-H Camp to continue to operate. The Purchaser has extensive experience in the preservation of land. Since its establishment in 1983, the Purchaser has preserved nearly 14,000 acres of land, including 6,000 acres of farmland, 3,300 acres of woodland, 2,000 acres of wetlands, and 1,700 acres of reduced density conservation.

The Purchaser is actively pursuing various funding sources for the acquisition of the Property. These funding sources are earmarked for preservation opportunities to ensure the preservation of the Property in perpetuity for agricultural production, the continued existence of the 4-H Camp, the preservation of the shoreline / bluffs to promote climate resiliency, and the preservation of woodland for habitat protection. The sources include but are not limited to the Suffolk County Farmland and Open Space Protection Funds, 2022 New York State Environmental Bond Act Funds, the New York State Environmental Protection Fund, and the Town of Riverhead Community Preservation Fund. The use of any of these funds to acquire the Property will require that the respective portions of the Premises to which the funds are applied will be perpetually preserved.

On February 5, 2026, the County obtained an appraisal of the Property from John S. Goess Realty Appraisal, Inc.. **(Attachment B)** for purposes of determining the market value of the Property. The purchase price of $10,000,000.00 is consistent with the findings in the appraisal report.

On April 22, 2026, the Purchaser executed a contract of sale (**Attachment C**) to purchase the Property (the "**Contract**").

On April 14, 2026, the County Open Space and Parks Advisory Committee voted 4-0 (with one abstention) to approve the sale of the Property to the Purchaser.

On April 23, 2026, the County Planning Commission, by NCPC-OSPAC File # 2-2026, approved a resolution **(Attachment A, Appendix A)** recommending that the Legislature classify this as an unlisted action pursuant to SEQRA and approved the sale of the Property without condition.

**Impact on Funding:**REVENUE of $10,000,000.00. Pursuant to Local Law, five percent (5%) of the sales proceeds will go to the County's Open Space Fund and ninety-five percent of the proceeds will be deposited into the County's General Fund.

**Recommendation:**Approve Ordinance.

# ATTACHMENT A

**ORDINANCE NO. -2026**

**MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO ACCEPT, ON BEHALF OF THE COUNTY OF NASSAU, AN OFFER OF PURCHASE FROM THE PECONIC LAND TRUST, INC. OF CERTAIN REAL PROPERTY LOCATED IN THE HAMLET OF RIVERHEAD, TOWN OF RIVERHEAD, COUNTY OF SUFFOLK, STATE OF NEW YORK, SAID REAL PROPERTY KNOWN AS DISTRICT 600, SECTION 41, BLOCK 1, LOT 15 ON THE LAND AND TAX MAP OF THE COUNTY OF SUFFOLK, AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A DEED, CONTRACT OF SALE, AND ALL ANCILLARY DOCUMENTS IN CONNECTION THEREWITH TO CONSUMATE THE SALE.**

APPROVED AS TO FORM

Deputy County Attorney

NASSAU COUNTY
2026 MAY -8 A 10:56

WHEREAS, the County of Nassau (the "<u>County</u>") did heretofore acquire title to this property; and

WHEREAS, the County Charter §105 provides that no real property of the County shall be alienated except by ordinance; and

WHEREAS, the Peconic Land Trust, Inc. (the "Purchaser") has requested that the County convey to it the aforesaid parcel consisting of approximately 144-acres of land and the improvements thereon and has made an offer to purchase same in the amount of Ten Million 00/100 ($10,000,000.00) Dollars, pursuant to the terms and conditions set forth in that certain Contract of Sale (the "Contract") by and between the County and the Purchaser, a copy of which is on file in the office of the Clerk of the County Legislature (the "Sale"); and

WHEREAS, in accordance with Section 1611 of the County Charter and acting in an advisory capacity to the County Legislature, the County Planning Commission has reviewed the proposed action, namely the disposition of the subject property, and determined that it is an "Type I Action" pursuant to the New York State Environmental Quality Review Act ("SEQRA"), and has further reviewed the Full Environmental Assessment Form ("FEAF") for the proposed action and recommends that the County Legislature upon its review of the FEAF and any supporting documentation, if any, determine that the evidence before it indicates that the proposed action will have no significant environmental impact and does not require further environmental review; and

WHEREAS, the County Planning Commission, acting in an advisory capacity to the County Legislature, passed a resolution regarding the proposed action, a copy of such resolution being attached hereto as Appendix A and incorporated herein, recommending that the Legislature conclude that no further environmental review or action is required on such proposed action.

BE IT ORDAINED BY THE LEGISLATURE OF THE COUNTY OF NASSAU AS FOLLOWS:

1. That the County Executive is hereby authorized to accept the offer of purchase from the Purchaser in the sum of Ten Million Dollars 00/100 ($10,000,000.00) Dollars, for said real property being more particularly described as follows:

> All that certain plot, piece or parcel of land situated, lying, and being in the Hamlet of Riverhead, Town of Riverhead, County of Suffolk, State of New York, known and designated as District 600, Section 41, Block 1, Lot 15 on the Land and Tax Map of the County of Suffolk, subject to all of the terms and conditions as outlined in the Contract.

2. That the County Executive be and hereby is authorized to execute for, and on behalf of the County, the deed from the County, as Grantor, to the Purchaser as Grantee, upon compliance with the terms and conditions of the Sale, and to execute any and all other ancillary or other instruments, including the Contract, and to take such other action as is necessary, to effectuate the terms of such offer and carry out the purposes of the Contract.

3. That it is hereby determined pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that the proposed sale of the subject property has been determined not to have a significant effect on the environment and no further review is required for the reasons set forth in the attached FEAF.

4. This ordinance shall take effect immediately.

# APPENDIX A

## NASSAU COUNTY PLANNING COMMISSION

## SALE OF COUNTY-OWNED PROPERTY & SEQRA DETERMINATION

**NCPC-OSPAC FILE NO: 2-2026**

**WHEREAS,** pursuant to Nassau County Administrative Code Section 11-8.0, the NASSAU COUNTY PLANNING COMMISSION (the "COMMISSION") issues the following recommendation to the NASSAU COUNTY LEGISLATURE (the "LEGISLATURE") and the NASSAU COUNTY EXECUTIVE regarding the sale of County-owned property; and

**WHEREAS,** the NASSAU COUNTY ATTORNEY'S OFFICE forwarded to the COMMISSION a proposal for the sale of County-owned property, more particularly described as:

NCPC-OSPAC FILE # 2-2026 3186 Sound Avenue, Riverhead, NY 11901
Dorothy P. Flint 4-H Camp
Town of Riverhead, Suffolk County

**WHEREAS,** the COMMISSION forwarded to the NASSAU COUNTY OPEN SPACE AND PARKS ADVISORY COMMITTEE ("OSPAC"), a proposal for the sale of the subject County-owned property; and

**WHEREAS,** the COMMISSION held a public hearing on March 26, 2026, in accordance with N.Y. Public Officers Law and the Nassau County Administrative Code § 11-8(b); and

**WHEREAS,** OSPAC voted in favor 4-0, with one abstention, subsequently resulting in the committee taking no action on this matter at its April 14, 2026, meeting for the sale of the subject County-owned property described in NCPC-OSPAC File # 2-2026; and

**WHEREAS,** in accordance with Section 1611 of the Nassau County Charter and acting in an advisory capacity to the LEGISLATURE, the COMMISSION is required to review certain actions in accordance with the New York State Environmental Quality Review Act ("SEQRA") and the COMMISSION has conducted such environmental review; and

**NOW THEREFORE BE IT RESOLVED** that, based upon review of the environmental documents and supporting documentation, the COMMISSION recommends that the LEGISLATURE classify the proposed action regarding NCPC-OSPAC File # 2-2026 as Type I (One) and determine that it will not have a significant adverse impact on the environment; and be it further

**RESOLVED,** that the COMMISSION hereby recommends that the LEGISLATURE complete the review of the proposed action under SEQRA by classifying the action as Type I (One) and issuing a **NEGATIVE DECLARATION**; and be it further

**RESOLVED,** that the COMMISSION hereby recommends that the LEGISLATURE approve the sale of the subject county-owned property

The foregoing resolution was offered:

The resolution herein was, in accordance with all applicable law, duly considered, moved, and adopted by the following vote:

| | |
|---|---|
| Leonard Shapiro, *Chair* | AYE |
| Jeffrey Greenfield, *Vice-Chair* | EXCUSED |
| Neal Lewis, *3rd Vice-Chair* | AYE |
| Dana Durso | AYE |
| Ronald J. Ellerbe | EXCUSED |
| Murray Forman | AYE |
| Denise Gold | EXCUSED |
| Reid Sakowich | AYE |

The Chair declared the resolution duly adopted.
OSPAC File # 2-2026
Adopted: April 23, 2026

**This resolution may be modified to allow for the correction of any mathematical, typographical and/or clerical errors subsequent to any approval and adoption of *said resolution* without the necessity for a vote to be taken by the Nassau County Planning *Commission if said resolution* is approved and adopted by the affirmative vote of a majority of said Nassau County Planning Commission.**

Resolution of Nassau County Planning Commission
Adopted: April 23, 2026
OSPAC File # 2-2026

**STATE OF NEW YORK )**
**) SS:**
**COUNTY OF NASSAU )**

**I, Leonard Shapiro, Chairman of the Nassau County Planning Commission, do hereby certify, that I have compared the preceding with the original resolution passed by the Planning Commission of Nassau County, New York,**

**On April 23, 2026**

**on file in my office and recorded in the record of proceedings of the Planning Commission of the County of Nassau and do hereby certify the same to be a correct transcript therefrom and of the whole said original.**

**I further certify that the resolution herein above-mentioned was passed by the concurring affirmative vote of the Planning Commission of the County of Nassau.**

**IN WITNESS WHEREOF, I have hereunto set my hand,**

**This** 28TH **day of** APRIL **in the year of** 2026.

**Leonard Shapiro, Chairman**
**NASSAU COUNTY PLANNING COMMISSION**

***Full Environmental Assessment Form***
***Part 1 - Project and Setting***

## Instructions for Completing Part 1

**Part 1 is to be completed by the applicant or project sponsor.** Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1is accurate and complete.

**A. Project and Applicant/Sponsor Information.**

| | | |
|---|---|---|
| Name of Action or Project: | | |
| Project Location (describe, and attach a general location map):<br>OSPAC 2-2026 | | |
| Brief Description of Proposed Action (include purpose or need):<br>Nassau County is requesting permission to sell property located at 2186 Sound Ave in Riverhead to the Peconic Land Trust, Inc. The property in question has been operated as the 4-H Camp by Cornell Cooperative for decades. The property is approximately 138 acres and is located along the northerly side of Sound Ave. In addition to the 4-H camp, the property consists of farmland, woodland, bluffs, and contains frontage on the Long Island Sound. The Peconic Land Trust is a 501(c)(3) nonprofit organization with extensive experience in managing similar properties in Suffolk County. | | |
| Name of Applicant/Sponsor:<br>Nassau County | Telephone:<br>E-Mail: | |
| Address: 1 West Street | | |
| City/PO: Mineola | State: NY | Zip Code: 11570 |
| Project Contact (if not same as sponsor; give name and title/role):<br>Cameron Sands | Telephone: 5165719456<br>E-Mail: csands@nassaucountyny.gov | |
| Address:<br>1194 Prospect Ave | | |
| City/PO:<br>Westbury | State:<br>NY | Zip Code:<br>11590 |
| Property Owner (if not same as sponsor): | Telephone:<br>E-Mail: | |
| Address: | | |
| City/PO: | State: | Zip Code: |

**B. Government Approvals**

**B. Government Approvals, Funding, or Sponsorship.** ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

| Government Entity | | If Yes: Identify Agency and Approval(s) Required | Application Date (Actual or projected) |
|---|---|---|---|
| a. City Counsel, Town Board, or Village Board of Trustees | ☐Yes ☑No | | |
| b. City, Town or Village Planning Board or Commission | ☐Yes ☑No | | |
| c. City, Town or Village Zoning Board of Appeals | ☐Yes ☑No | | |
| d. Other local agencies | ☐Yes ☑No | | |
| e. County agencies | ☑Yes ☐No | Nassau County Legislature | Summer 2026 |
| f. Regional agencies | ☐Yes ☑No | | |
| g. State agencies | ☐Yes ☑No | | |
| h. Federal agencies | ☐Yes ☑No | | |

i. Coastal Resources.

*i.* Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☑Yes ☐No

*ii.* Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes ☑No

*iii.* Is the project site within a Coastal Erosion Hazard Area? ☐Yes ☑No

**C. Planning and Zoning**

**C.1. Planning and zoning actions.**

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☑Yes ☐No

- **If Yes,** complete sections C, F and G.
- **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1

**C.2. Adopted land use plans.**

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☐Yes ☑No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐Yes ☑No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☑Yes ☐No

*If Yes, identify the plan(s):*

NYS Heritage Areas:LI North Shore Heritage Area

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes ☑No

If Yes, identify the plan(s):

**C.3. Zoning**

a. **Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance.** ☑ Yes ☐ No
**If Yes, what is the zoning classification(s) including any applicable overlay district?**
Residence A-80 Zone, Town of Riverhead

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☑ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☑ No
If Yes,
*i.* What is the proposed new zoning for the site? ______

**C.4. Existing community services.**

a. In what school district is the project site located? Riverhead Central School District

b. What police or other public protection forces serve the project site?
Riverhead Town Police

c. Which fire protection and emergency medical services serve the project site?
Riverhead Fire District

d. What parks serve the project site?
N/A

**D. Project Details**

**D.1. Proposed and Potential Development**

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? N/A

b. a. Total acreage of the site of the proposed action? 138 acres
b. Total acreage to be physically disturbed? 0 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 138 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☑ No
*i.* If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % ______ Units: ______

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☑ No
If Yes,
*i.* Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

*ii.* Is a cluster/conservation layout proposed? ☐ Yes ☑ No
*iii.* Number of lots proposed? ______
*iv.* Minimum and maximum proposed lot sizes? Minimum ______ Maximum ______

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
*i.* If No, anticipated period of construction: ______ months
*ii.* If Yes:
- Total number of phases anticipated ______
- Anticipated commencement date of phase 1 (including demolition) ______ month ______ year
- Anticipated completion date of final phase ______ month ______ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: ______

f. Does the project include new residential uses? ☐Yes ☑No
If Yes, show numbers of units proposed.

| | One Family | Two Family | Three Family | Multiple Family (four or more) |
|---|---|---|---|---|
| Initial Phase | | | | |
| At completion of all phases | | | | |

g. Does the proposed action include new non-residential construction (including expansions)? ☐Yes ☑No
If Yes,
*i.* Total number of structures ___________
*ii.* Dimensions (in feet) of largest proposed structure: _______height; _______width; and _______ length
*iii.* Approximate extent of building space to be heated or cooled: ____________________ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐Yes ☑No
If Yes,
*i.* Purpose of the impoundment: ____________________
*ii.* If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify:
____________________
*iii.* If other than water, identify the type of impounded/contained liquids and their source.
____________________
*iv.* Approximate size of the proposed impoundment. Volume: __________ million gallons; surface area: __________ acres
*v.* Dimensions of the proposed dam or impounding structure: _______ height; _______ length
*vi.* Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):
____________________

**D.2. Project Operations**

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐Yes ☑No
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
If Yes:
*i*. What is the purpose of the excavation or dredging? ____________________
*ii.* How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards): ____________________
- Over what duration of time? ____________________

*iii.* Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.
____________________
____________________
*iv.* Will there be onsite dewatering or processing of excavated materials? ☐Yes ☑No
If yes, describe. ____________________
____________________
*v.* What is the total area to be dredged or excavated? ____________________ acres
*vi.* What is the maximum area to be worked at any one time? ____________________ acres
*vii.* What would be the maximum depth of excavation or dredging? ____________________ feet
*viii.* Will the excavation require blasting? ☐Yes ☑No
*ix.* Summarize site reclamation goals and plan: ____________________
____________________
____________________

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐Yes ☑No
If Yes:
*i.* Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): ____________________
____________________

*ii.* Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

*iii.* Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☑No

If Yes, describe:

*iv.* Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes ☑No

If Yes:

- acres of aquatic vegetation proposed to be removed:
- expected acreage of aquatic vegetation remaining after project completion:
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access):
- proposed method of plant removal:
- if chemical/herbicide treatment will be used, specify product(s):

*v.* Describe any proposed reclamation/mitigation following disturbance:

c. Will the proposed action use, or create a new demand for water? ☐Yes ☑No

If Yes:

*i.* Total anticipated water usage/demand per day: ______ gallons/day

*ii.* Will the proposed action obtain water from an existing public water supply? ☑Yes ☐No

If Yes:

- Name of district or service area: Riverhead Water District
- Does the existing public water supply have capacity to serve the proposal? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No
- Do existing lines serve the project site? ☑Yes ☐No

*iii.* Will line extension within an existing district be necessary to supply the project? ☐Yes ☑No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project:
- Source(s) of supply for the district:

*iv.* Is a new water supply district or service area proposed to be formed to serve the project site? ☐Yes ☑No

If, Yes:

- Applicant/sponsor for new district:
- Date application submitted or anticipated:
- Proposed source(s) of supply for new district:

*v.* If a public water supply will not be used, describe plans to provide water supply for the project:

*vi.* If water supply will be from wells (public or private), what is the maximum pumping capacity: ______ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐Yes ☑No

If Yes:

*i.* Total anticipated liquid waste generation per day: ______ gallons/day

*ii.* Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each):

*iii.* Will the proposed action use any existing public wastewater treatment facilities? ☐Yes ☑No

If Yes:

- Name of wastewater treatment plant to be used:
- Name of district: Riverhead Sewer District
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No

- Do existing sewer lines serve the project site? ☐Yes ☑No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes ☑No

  If Yes:
  - Describe extensions or capacity expansions proposed to serve this project: ____________

*iv.* Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☑No

If Yes:
- Applicant/sponsor for new district: ____________
- Date application submitted or anticipated: ____________
- What is the receiving water for the wastewater discharge? ____________

*v.* If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): ____________

*vi.* Describe any plans or designs to capture, recycle or reuse liquid waste: ____________

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☐Yes ☑No

If Yes:

*i.* How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

*ii.* Describe types of new point sources. ____________

*iii.* Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? ____________

- If to surface waters, identify receiving water bodies or wetlands: ____________
- Will stormwater runoff flow to adjacent properties? ☐Yes ☑No

*iv.* Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐Yes ☑No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐Yes ☑No

If Yes, identify:

*i.* Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) ____________

*ii.* Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) ____________

*iii.* Stationary sources during operations (e.g., process emissions, large boilers, electric generation) ____________

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes ☑No

If Yes:

*i.* Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

*ii.* In addition to emissions as calculated in the application, the project will generate:
- ________ Tons/year (short tons) of Carbon Dioxide ($CO_2$)
- ________ Tons/year (short tons) of Nitrous Oxide ($N_2O$)
- ________ Tons/year (short tons) of Perfluorocarbons (PFCs)
- ________ Tons/year (short tons) of Sulfur Hexafluoride ($SF_6$)
- ________ Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- ________ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

**h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)?** ☐Yes ☑No

If Yes:

*i.* Estimate methane generation in tons/year (metric): ____________

*ii.* Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): ____________

**i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations?** ☐Yes ☑No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

____________

**j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services?** ☐Yes ☑No

If Yes:

*i.* When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend

☐ Randomly between hours of ________ to ________.

*ii.* For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): ____________

*iii.* Parking spaces: Existing ____________ Proposed ________ Net increase/decrease ________

*iv.* Does the proposed action include any shared use parking? ☐Yes ☑No

*v.* If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

____________

*vi.* Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes ☑No

*vii* Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes ☑No

*viii.* Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes ☑No

**k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy?** ☐Yes ☑No

If Yes:

*i.* Estimate annual electricity demand during operation of the proposed action: ____________

*ii.* Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

____________

*iii.* Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes ☑No

**l. Hours of operation. Answer all items which apply.**

*i.* During Construction:

- Monday - Friday: ____________
- Saturday: ____________
- Sunday: ____________
- Holidays: ____________

*ii.* During Operations:

- Monday - Friday: ____________
- Saturday: ____________
- Sunday: ____________
- Holidays: ____________

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐ Yes ☑ No

If yes:

*i.* Provide details including sources, time of day and duration:

*ii.* Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☑ No

Describe:

n. Will the proposed action have outdoor lighting? ☐ Yes ☑ No

If yes:

*i.* Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

*ii.* Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☑ No

Describe:

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☑ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☑ No

If Yes:

*i.* Product(s) to be stored ______

*ii.* Volume(s) ______ per unit time ______ (e.g., month, year)

*iii.* Generally, describe the proposed storage facilities: ______

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☑ No

If Yes:

*i.* Describe proposed treatment(s):

*ii.* Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☑ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☑ No

If Yes:

*i.* Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: ______ tons per ______ (unit of time)
- Operation : ______ tons per ______ (unit of time)

*ii.* Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: ______
- Operation: ______

*iii.* Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: ______
- Operation: ______

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No
If Yes:
*i.* Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): ____________
*ii.* Anticipated rate of disposal/processing:
- ________ Tons/month, if transfer or other non-combustion/thermal treatment, or
- ________ Tons/hour, if combustion or thermal treatment

*iii.* If landfill, anticipated site life: ____________ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No
If Yes:
*i.* Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: ____________
*ii.* Generally describe processes or activities involving hazardous wastes or constituents: ____________
*iii.* Specify amount to be handled or generated _____ tons/month
*iv.* Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: ____________
*v.* Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☑ No
If Yes: provide name and location of facility: ____________
If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: ____________

**E. Site and Setting of Proposed Action**

**E.1. Land uses on and surrounding the project site**

a. Existing land uses.
*i.* Check all uses that occur on, adjoining and near the project site.
☐ Urban ☐ Industrial ☐ Commercial ☑ Residential (suburban) ☑ Rural (non-farm)
☑ Forest ☑ Agriculture ☑ Aquatic ☐ Other (specify): ____________
*ii.* If mix of uses, generally describe:
____________

b. Land uses and covertypes on the project site.

| Land use or Covertype | Current Acreage | Acreage After Project Completion | Change (Acres +/-) |
|---|---|---|---|
| • Roads, buildings, and other paved or impervious surfaces | | | |
| • Forested | | | |
| • Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural) | | | |
| • Agricultural (includes active orchards, field, greenhouse etc.) | | | |
| • Surface water features (lakes, ponds, streams, rivers, etc.) | | | |
| • Wetlands (freshwater or tidal) | | | |
| • Non-vegetated (bare rock, earth or fill) | | | |
| • Other Describe: Total 138 Acres | | | |

c. Is the project site presently used by members of the community for public recreation? ☐Yes ☑No

*i.* If Yes: explain: ______

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐Yes ☑No

If Yes,

*i.* Identify Facilities: ______

e. Does the project site contain an existing dam? ☐Yes ☑No

If Yes:

*i.* Dimensions of the dam and impoundment:

- Dam height: ______ feet
- Dam length: ______ feet
- Surface area: ______ acres
- Volume impounded: ______ gallons OR acre-feet

*ii.* Dam's existing hazard classification: ______

*iii.* Provide date and summarize results of last inspection: ______

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes ☑No

If Yes:

*i.* Has the facility been formally closed? ☐Yes ☑ No

- If yes, cite sources/documentation: ______

*ii.* Describe the location of the project site relative to the boundaries of the solid waste management facility: ______

*iii.* Describe any development constraints due to the prior solid waste activities: ______

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐Yes ☑No

If Yes:

*i.* Describe waste(s) handled and waste management activities, including approximate time when activities occurred: ______

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes ☑ No

If Yes:

*i.* Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes ☐No

☐ Yes – Spills Incidents database — Provide DEC ID number(s): ______

☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): ______

☐ Neither database

*ii.* If site has been subject of RCRA corrective activities, describe control measures: ______

*iii.* Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☑Yes ☐No

If yes, provide DEC ID number(s): V00234

*iv.* If yes to (i), (ii) or (iii) above, describe current status of site(s):

The site has no ongoing remediation work.

*v.* Is the project site subject to an institutional control limiting property uses? ☐ Yes ☑ No

- If yes, DEC site ID number: ____________
- Describe the type of institutional control (e.g., deed restriction or easement): ____________
- Describe any use limitations: ____________
- Describe any engineering controls: ____________
- Will the project affect the institutional or engineering controls in place? ☐ Yes ☑ No
- Explain: ____________

**E.2. Natural Resources On or Near Project Site**

a. What is the average depth to bedrock on the project site? n/a feet

b. Are there bedrock outcroppings on the project site? ☐ Yes ☑ No
If Yes, what proportion of the site is comprised of bedrock outcroppings? ______ %

c. Predominant soil type(s) present on project site: ______ ______ %
______ ______ %
______ ______ %

d. What is the average depth to the water table on the project site? Average: ______ feet

e. Drainage status of project site soils: ☑ Well Drained: 100 % of site
☐ Moderately Well Drained: ______ % of site
☐ Poorly Drained ______ % of site

f. Approximate proportion of proposed action site with slopes: ☐ 0-10%: ______ % of site
☐ 10-15%: ______ % of site
☐ 15% or greater: ______ % of site

g. Are there any unique geologic features on the project site? ☐ Yes ☑ No
If Yes, describe: ____________

h. Surface water features.

*i.* Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☑ Yes ☐ No

*ii.* Do any wetlands or other waterbodies adjoin the project site? ☑ Yes ☐ No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

*iii.* Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☑ Yes ☐ No

*iv.* For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name ____________ Classification ____________
- Lakes or Ponds: Name 921-75 Classification SA
- Wetlands: Name Federal Waters, Tidal Wetlands, Federal Waters,... Approximate Size ____________
- Wetland No. (if regulated by DEC) ____________

*v.* Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☑ Yes ☐ No

If yes, name of impaired water body/bodies and basis for listing as impaired:
Name - Pollutants - Uses:Long Island Sound, Suffolk Co, Central - Fecal Coliforms

i. Is the project site in a designated Floodway? ☐ Yes ☑ No

j. Is the project site in the 100-year Floodplain? ☑ Yes ☐ No

k. Is the project site in the 500-year Floodplain? ☐ Yes ☑ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☑ Yes ☐ No
If Yes:
*i.* Name of aquifer: Sole Source Aquifer Names:Nassau-Suffolk SSA

m. Identify the predominant wildlife species that occupy or use the project site:

Deer

Birds

n. Does the project site contain a designated significant natural community? ☑ Yes ☐ No

If Yes:

*i.* Describe the habitat/community (composition, function, and basis for designation):
Maritime Pitch Pine Dune Woodland, Maritime Beech Forest, Coastal Oak-Beech Forest, Marine Subtidal Gravel/Sand Flats, Maritime...

*ii.* Source(s) of description or evaluation:

*iii.* Extent of community/habitat:

- Currently: 23.51, 31.69, 149.88, acres
- Following completion of project as proposed: ______ acres
- Gain or loss (indicate + or -): ______ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☑ Yes ☐ No

If Yes:

*i.* Species and listing (endangered or threatened):

Northern Long-eared Bat, Leatherback, Green Turtle, Loggerhead, Kemp's or Atlantic Ridley

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☑ No

If Yes:

*i.* Species and listing:

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☑ No

If yes, give a brief description of how the proposed action may affect that use:

**E.3. Designated Public Resources On or Near Project Site**

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☑ No

If Yes, provide county plus district name/number:

b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☑ No

*i.* If Yes: acreage(s) on project site?

*ii.* Source(s) of soil rating(s):

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☑ No

If Yes:

*i.* Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature

*ii.* Provide brief description of landmark, including values behind designation and approximate size/extent:

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☑ Yes ☐ No

If Yes:

*i.* CEA name: SGPA, Central Suffolk Pine Barrens

*ii.* Basis for designation: Protect groundwater, Benefit to human health & protect drinking water

*iii.* Designating agency and date: Date:3-19-93, Date:2-10-88, Agency:Long Island Regional Planning, Agency:Suffolk County

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☑ No

If Yes:

*i.* Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

*ii.* Name: ____________

*iii.* Brief description of attributes on which listing is based: ____________

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☐ Yes ☑ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

*i.* Describe possible resource(s): ____________

*ii.* Basis for identification: ____________

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☑ No

If Yes:

*i.* Identify resource: ____________

*ii.* Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): ____________

*iii.* Distance between project and resource: ____________ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

*i.* Identify the name of the river and its designation: ____________

*ii.* Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

**F. Additional Information**

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

**G. Verification**

I certify that the information provided is true to the best of my knowledge.

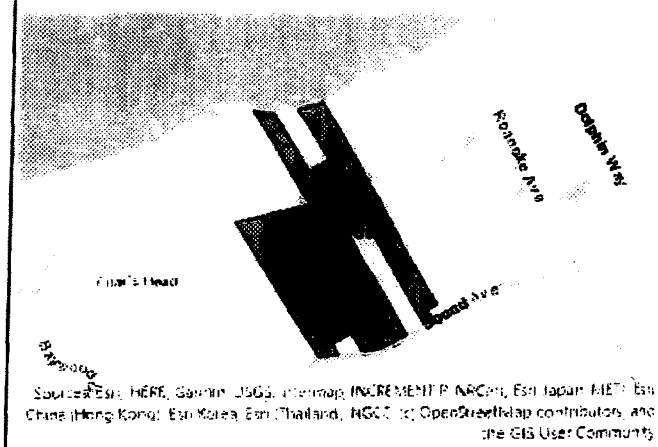
Applicant/Sponsor Name Cameron Sands Date 4/30/2026

Signature Cameron Sands Title Planner I

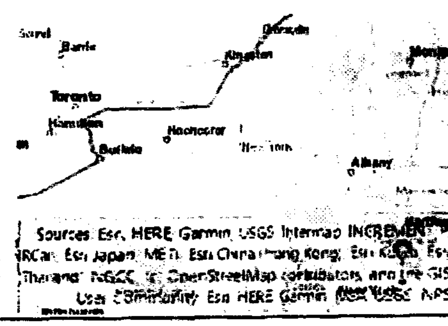
PRINT FORM

## EAF Mapper Summary Report

Thursday, April 30, 2026 10:25 AM




**Disclaimer:** The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources to confirm data provided by the Mapper or to obtain data not provided by the Mapper.




| | |
|---|---|
| B.i.i [Coastal or Waterfront Area] | Yes |
| B.i.ii [Local Waterfront Revitalization Area] | No |
| C.2.b. [Special Planning District] | Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook. |
| C.2.b. [Special Planning District - Name] | NYS Heritage Areas:LI North Shore Heritage Area |
| E.1.h [DEC Spills or Remediation Site - Potential Contamination History] | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.1.h.i [DEC Spills or Remediation Site - Listed] | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database] | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.1.h.iii [Within 2,000' of DEC Remediation Site] | Yes |
| E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID] | V00234 |
| E.2.g [Unique Geologic Features] | No |
| E.2.h.i [Surface Water Features] | Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook. |
| E.2.h.ii [Surface Water Features] | Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook. |
| E.2.h.iii [Surface Water Features] | Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook. |
| E.2.h.iv [Surface Water Features - Lake/Pond Name] | 921-75 |
| E.2.h.iv [Surface Water Features - Lake/Pond Classification] | SA |

| | |
|---|---|
| E.2.h.iv [Surface Water Features - Wetlands Name] | Federal Waters, Tidal Wetlands |
| E.2.h.v [Impaired Water Bodies] | Yes |
| E.2.h.v [Impaired Water Bodies - Name and Basis for Listing] | Name - Pollutants - Uses:Long Island Sound, Suffolk Co, Central - Fecal Coliforms |
| E.2.i. [Floodway] | No |
| E.2.j. [100 Year Floodplain] | Yes |
| E.2.k. [500 Year Floodplain] | No |
| E.2.l. [Aquifers] | Yes |
| E.2.l. [Aquifer Names] | Sole Source Aquifer Names:Nassau-Suffolk SSA |
| E.2.n. [Natural Communities] | Yes |
| E.2.n.i [Natural Communities - Name] | Maritime Pitch Pine Dune Woodland, Maritime Beech Forest, Coastal Oak-Beech Forest, Marine Subtidal Gravel/Sand Flats, Maritime Beach, Marine Intertidal Gravel/Sand Beach |
| E.2.n.i [Natural Communities - Acres] | 23.51, 31.69, 149.88, 1716.62, 103.74, 173.78 |
| E.2.o. [Endangered or Threatened Species] | Yes |
| E.2.o. [Endangered or Threatened Species - Name] | Northern Long-eared Bat, Leatherback, Green Turtle, Loggerhead, Kemp's or Atlantic Ridley |
| E.2.p. [Rare Plants or Animals] | No |
| E.3.a. [Agricultural District] | No |
| E.3.c. [National Natural Landmark] | No |
| E.3.d [Critical Environmental Area] | Yes |
| E.3.d [Critical Environmental Area - Name] | SGPA, Central Suffolk Pine Barrens |
| E.3.d.ii [Critical Environmental Area - Reason] | Protect groundwater, Benefit to human health & protect drinking water |
| E.3.d.iii [Critical Environmental Area -- Date and Agency] | Date:3-19-93, Date:2-10-88, Agency:Long Island Regional Planning, Agency:Suffolk County |
| E.3.e. [National or State Register of Historic Places or State Eligible Sites] | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.3.f. [Archeological Sites] | No |
| E.3.i. [Designated River Corridor] | No |

# ATTACHMENT B

# *John S. Goess Realty Appraisal, Inc.*

Appraisal Report of Real Property

**Site:**
Dorothy P. Flint 4-H Camp
137.90 Acres of Residentially Zoned Lands

**Reputed Owner:**

County of Nassau

**Location:**

Northerly Side of Sound Avenue,
Approximately 289' East of Horton Avenue
Known As 3186 Sound Avenue
Riverhead, New York 11901

District: 600
Section: 41 Block: 1 Lot: 15

**Valuation Date**

February 5, 2026

**Prepared For:**

County Of Nassau
Department of Public Works
Division of Real Estate Services
One West Street Room 200
Mineola, NY 11501

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# *John S. Goess Realty Appraisal, Inc.*

**REAL ESTATE APPRAISERS AND CONSULTANTS**

**Office Phone/Fax - (631) 650-9401** **Cell Phone - (516) 317-9109**

**28 DONNA PLACE**
**EAST ISLIP, NY 11730**
**johngoessappraisal@gmail.com**


**February 5, 2026**

***Via Electronic & Priority Mail***
Kevin C. Walsh – Chief Real Estate Negotiator & Special Counsel
Nassau County Department of Public Works
Division of Real Estate Services
One West Street, Room 200, Mineola, NY 11501

**Re: Appraisal Report - Site: "Dorothy P. Flint 4-H Camp"**
**SCTM: 600-41-1-15.000; 3186 Sound Avenue Riverhead, NY 11901;**

Dear Mr. Walsh:

In accordance with the terms of our engagement, we have prepared an Appraisal Report in which we estimate the market value of the Fee Simple Estate Interest in the property captioned above, hereinafter referred to as the "Subject" property. The effective date of valuation is February 5, 2026, the date of our latest viewing of the Subject property.

***Purpose of the Appraisal:*** To provide a value estimate of the defined property interest (Fee Simple Estate) in the Subject property as of the effective date of valuation. In the instant case, the Client has asked the appraiser to measure the impact on the Subject's unencumbered Fee Simple Estate Interest value stemming from a proposed lease of the Subject acreage from the Peconic Land Trust ("PLT") to the Cornell Cooperative Extension of Nassau County. Entering into said lease is a condition of conveyance of the site from Nassau County to the PLT (see lease details discussed later herein).

***Use of the Report:*** We understand that the estimate of value found within this report may be utilized by the County of Nassau, NY, as Client and sole intended user of the report, as a guide in establishing the market value of the Subject property's Fee Simple Estate Interest as encumbered by the aforementioned lease, for possible sale/disposition of the Subject property by the Client to the Peconic Land Trust.

The scope of this appraisal is specific to the needs of the named Client and to the intended use of this report. This report was prepared for the sole and exclusive use of the named Client for the singular purpose detailed above. As such, the appraiser is not responsible for any unauthorized use of this report by any parties or its use by other parties not specifically identified herein as intended users of the report.

Based upon our research and analysis of available data, it is our opinion that the market value of the Subject property's Fee Simple Estate Interest, ***appraised subject to the Extraordinary Assumptions as well as Statement of General Assumptions and Limiting Conditions detailed herein***, as of the February 5, 2026, effective date of valuation is:

**$11,945,000**

**ELEVEN MILLION NINE HUNDRED FORTY-FIVE THOUSAND DOLLARS**

Transmittal Letter

To the best of our knowledge and belief, this Appraisal was prepared in conformance with the Uniform Standards of Professional Appraisal Practice ("USPAP") as well as the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. We have considered recent, relevant available sales and other pertinent market and Subject property data and developed our opinion of the Subject property's Highest and Best Use as well as our opinion of value based on said use within the context of the Scope of Work performed as detailed later in the report. A report containing a digest of the data considered is attached.

Sincerely,

**John S. Goess Realty Appraisal, Inc.**

John S. Goess

John S. Goess, President
New York State Certified General R.E. Appraiser #46-8631

## REPORT CERTIFICATION

I hereby certify to the best of my knowledge and belief that:

John S. Goess Realty Appraisal, Inc. was employed by the Client to estimate the market value of the Subject property's Fee Simple Estate Interest, subject to the Extraordinary Assumptions detailed hereinafter, as of the effective date of valuation.

Neither John S. Goess Realty Appraisal, Inc. nor I have a present or contemplated future interest in the real estate that is the subject of this appraisal report.

The Subject property was personally viewed by the undersigned on February 5, 2026.

The Subject property as well as the comparable property sales relied upon in making this appraisal are substantially represented by the photographs appearing in this report.

I have no present or prospective interest in the Subject property or personal interest or bias with respect to the subject matter of the report or the parties involved.

I have performed services as an appraiser regarding the Subject property within the three-year period immediately preceding the acceptance of this assignment.

To the best of my knowledge and belief, the statements of fact contained in the report, upon which the analyses, opinions and conclusions herein are based, are true and correct.

The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.

Neither my engagement nor my compensation is contingent upon the reporting of a predetermined value or direction in value that favors the cause of the Client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a mortgage loan.

The appraiser has sufficient knowledge and competency to complete the appraisal assignment and had extensive experience in appraising this property type prior to accepting this appraisal assignment.

I have not revealed the findings and results of this appraisal to anyone other than proper officials of the Client, and that I will not do so until authorized by the Client, or until I am required by due process of law or until I am released from this obligation by having publicly testified to such findings.

Neither all nor any part of the contents of this report shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other means of communication without the prior consent and approval of the undersigned.

The concluded value estimate represents cash or equivalent terms.

No one other than the undersigned provided significant professional appraisal assistance in the preparation of this report.

The reported analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice ("USPAP") as well as the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

As of the date of this report, I, John S. Goess, have completed the Standards and Ethics Education Requirement of the Appraisal Institute for Associate Members.

It is my opinion that the market value of the Fee Simple Estate Interest in the Subject property appraised is as stated in the transmittal letter.

| | |
|---|---|
| John S. Goess, President<br>New York State Certified General<br>R.E. Appraiser #46-8631 | 02/05/26<br>Date |

## SUBJECT PROPERTY - SUMMARY OF SALIENT PROPERTY CHARACTERISTICS

***General:***

The Subject property is situated along the northerly side of Sound Avenue, approximately 289' east of Horton Avenue in the community of Riverhead, Township of Riverhead, Suffolk County, New York 11901; a/k/a 3186 Sound Avenue.

**Site:**

The Subject property is comprised of a total of 137.90± acres or approximately 6,006,924 square feet of land area (as per a survey dated 4-07-14 as prepared by Jeffrey T. Butler, P.E., P.C.). The Subject parcel is zoned RA-80 (2 acre residential) in its entirety.

The parcel has a total of 1,289' of frontage along the northerly side of Sound Avenue. The Subject frontage is "interrupted" along two portions of said frontage by "out" parcels (parcels not owned by Nassau County and thus not included in this appraisal).

The Subject parcel extends to a maximum depth of 4,100' along its easterly border, running from Sound Avenue bordering the Subject to the south to the southerly edge of the Long Island Sound bordering the Subject on the north. The parcel has a total of 759' feet of frontage along the Sound. The Subject water frontage is "interrupted" by several "out" parcels that effectively split the Subject water frontage into two sections with 420' of frontage along the Subject's easterly waterfront and 339' along the Subject's westerly water frontage.

Approximately the southerly 30% of the Subject parcel along Sound Avenue (~42± acres) is comprised of generally level and cleared open fields. The middle of the property is comprised of heavily wooded land that is generally level with some areas of undulating terrain. The northerly portion of the Subject property approaching the waterfront is comprised of hilly terrain with sharply sloping topography in sections as it approaches the bluff overlooking the adjacent waterfront. The Subject parcel ends at a steep bluff approximately 50' above the grade of the beach. Existing staircases along both the westerly and easterly "fingers" of the Subject parcel provide access to the beach below.

Although the topography of the Subject site near the waterfront consists of hilly areas with some areas of sharply sloping terrain, the topography of this area would not present a significant impediment to residential development thereon. This conclusion is supported by the existence of residential homes situated along the waterfront within the "out" parcels which are located on similar "hilly" terrain. The balance of the Subject site (its mid and southerly portions) is generally level thus the topography of these areas would likewise pose no significant impediment to future development.

The Subject parcel is presently in use as a 4-H camp (the Dorothy P. Flint Nassau County 4-H Camp). According to a prior supplied building inventory prepared by Gregory Sandor of the Cornell

Cooperative Extension, the Subject property is improved with a total of 101 camp use structures. The building improvements are comprised of a mix of camp cabins, washrooms, meeting centers, dining halls, staff housing, barns, and a craft shelter. Other improvements include tennis courts, playing fields and an indoor equestrian riding area. As per the information provided, the total square footage of the building improvements on the Subject site is estimated at 66,420 square feet.

The bulk of the Subject structures are of wood frame construction. Most of the structures have electric but have no heat and are not usable year-round. A total of 24 structures on the site do have heat and can be used year-round. The structures are typically situated on concrete blocks or on concrete block foundations, have wood siding and pitched asphalt shingle roofs. The exception is the equestrian indoor riding center which is a "pre-fab" metal "Butler" building.

The western portion of the property contains a total of 39 structures while the eastern portion contains a total of 62 structures. The structures are reportedly in fair condition with exception of some structures situated within the northeasterly portion of the camp which have gone unused in recent years. Based on our highest and best use analysis of the Subject property, the existing building improvements add no value to the site overall.

A review of information available for the Subject property indicates that there are no freshwater or tidal wetlands on the Subject parcel. Additionally, the Suffolk County Department of Health Services ("SCDHS") Groundwater Management Zone Map indicates that the property is situated within Zone IV. Meeting the square foot minimum lot size as required by the SCDHS (20,000 square feet in this zone) would not be an issue in the instant case as the minimum residential lot size required under the governing zoning is 80,000 square feet.

**Access & Visibility:** The Subject parcel is readily accessible from Sound Avenue. Sound Avenue connects to nearby Horton and Osborne Avenues which provide north/south access to the Subject from SR-25, CR-58 and the Long Island Expressway.

**Adjacent Property Uses:** North – Long Island Sound & single-family residences; South – Ag-use and residential parcels; East – Single family residential and mixed use residential and commercial parcels fronting Sound Avenue; West – A golf course as well as expanses of vacant acreage.

**Property History/Ownership:** A review of deeds on file with the Suffolk County Clerk's office revealed that the Subject tax lot has not transferred within at least the past ten years. The Subject site was reportedly pieced together over the years from 1939 through 1970 and is reportedly owned by the County of Nassau. The camp at the Subject site has reportedly been in operation since at least the 1950's.

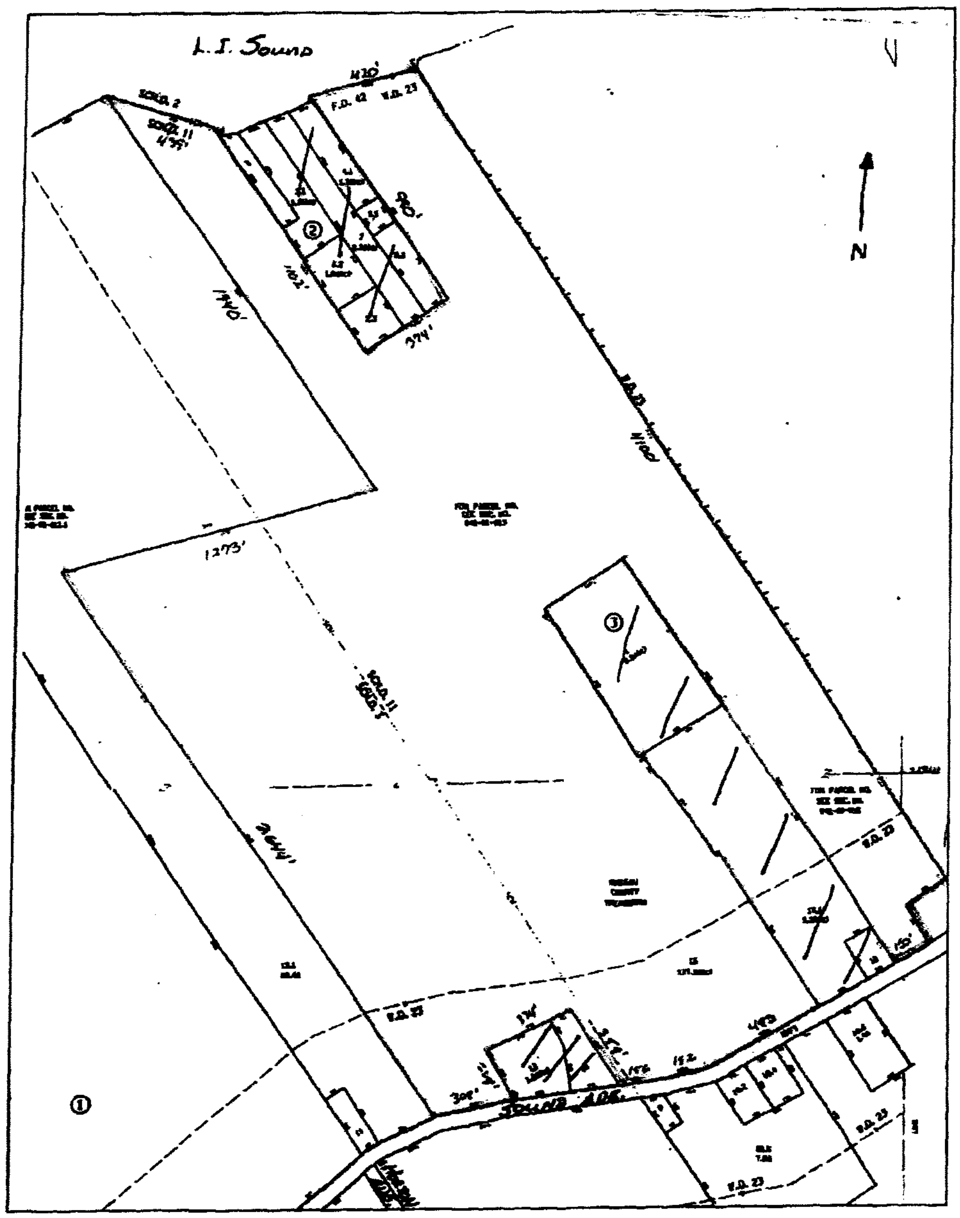
AV/Taxes: $890,500/$1,290 – The Subject property enjoys substantial real estate tax exemptions due to its use by a not-for-profit entity.

**Utilities:** All utilities common to the area are available to the site. There is an existing easement running along the property's easterly boundary improved with an electrical/telephone utility run that extends from Sound Avenue to several hundred feet short of the beachfront.

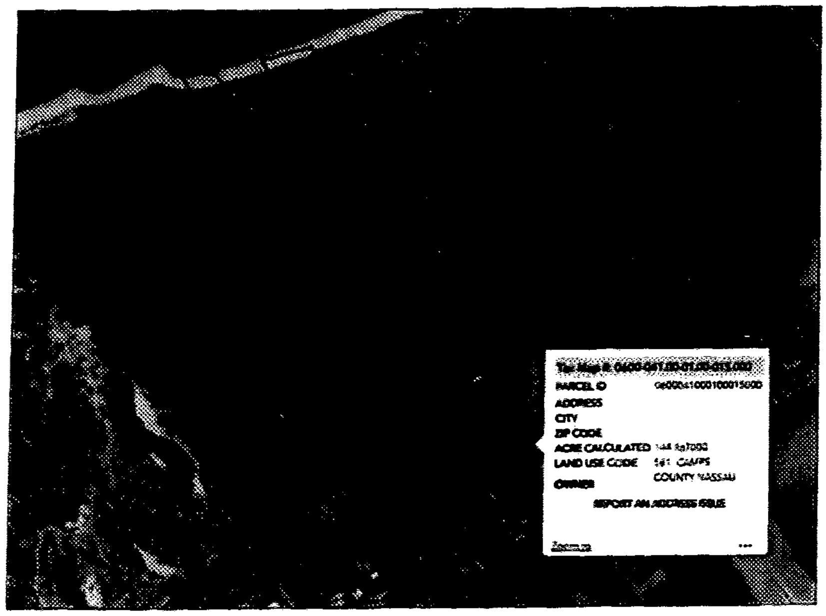
**Easements/Encroachments:** None known or assumed with the exception of the aforementioned electric/utility easement.

***It should be noted that 80 acres of the Subject property was reportedly prior encumbered by a deed restriction that restricted the use of said 80 acres to camp use only. However, based on information provided by the Client, said deed restriction expired on January 1, 1976.***

**SUBJECT PROPERTY TAX MAP**
**Tax Lot 15.000**

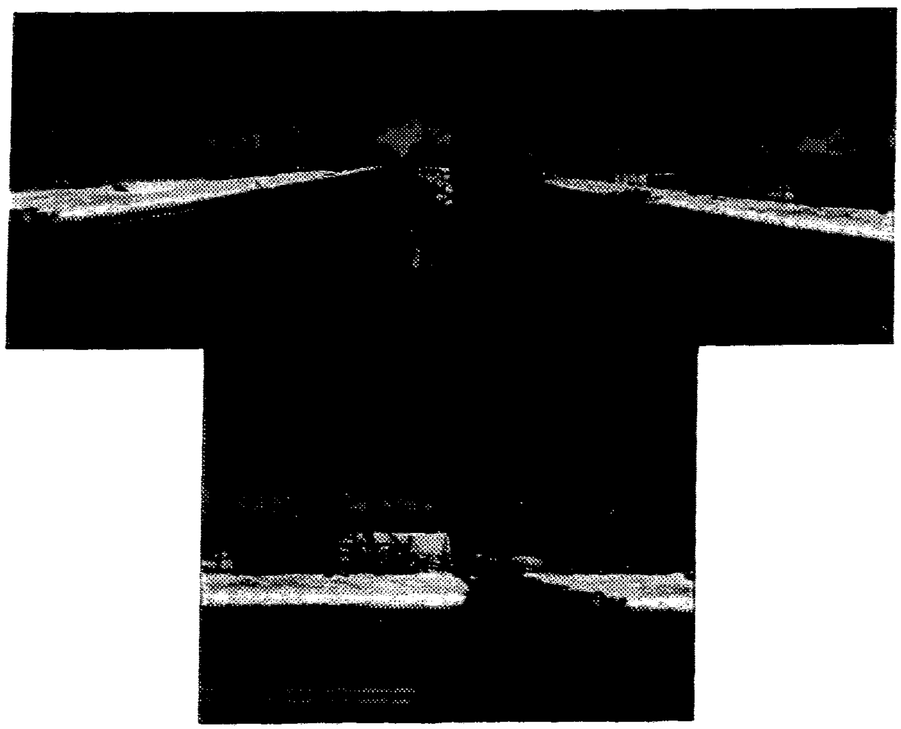


**Aerial Photograph – Subject Tax Lot 15.000**



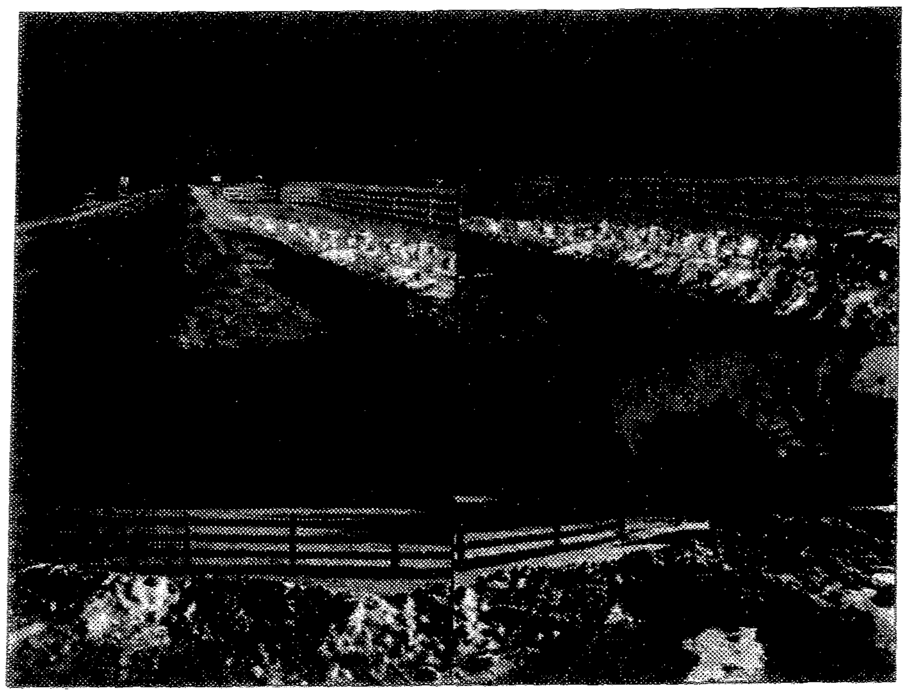
**Photographs of Subject Property Taken February 5, 2026**

**Views of Subject Street Frontage along Sound Avenue**
**Facing Easterly, Westerly & Northerly**



**Views of Subject from Southwesterly Portion of Site at Main Entrance**

**Views facing Northerly, Northeasterly, Easterly & Southerly**



**View Facing Easterly Along Subject Beach Frontage**
**(Photo Circa October 2019)**

## SUBJECT PROPERTY ZONING SYNOPSIS

According to records on file with the Town of Riverhead, the Subject property is located within the Town's RA-80 (two-acre) zoning district. Principal permitted uses include single-family residential subdivision and development based on a minimum building lot size of 80,000 square feet as well as agriculturally related uses. The bulk dimensional regulations for the RA-80 zoning district are presented in the table below:

**Requirements:**

**Primary Allowable Uses:** Single-family residences, agricultural production;

**Minimum Lot Size:** 80,000 square feet

**Minimum Lot Width:** 175 feet

**Maximum Building Coverage of Lot (Floor Area Ratio):** 15%

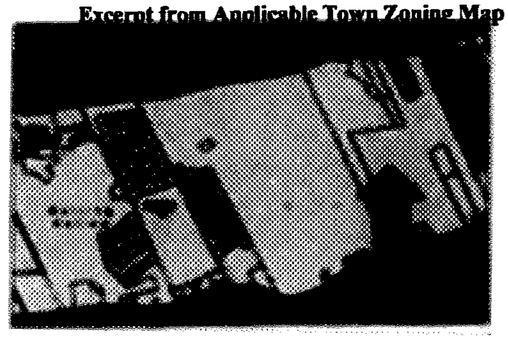
**Setbacks:** Front 60 feet; side yard – 30 feet minimum, total not less than 65 feet both; rear 75 feet

**Subdivision** – Yield calculated on 80,000 square foot minimum lots based on entire area of site; Lots are to be clustered so as to provide at the minimum a retention of 50% of the site area (the goal is 70%) as contiguous agricultural land or open space.

**TDR:** The Subject property lies within a transferable development rights receiving area. The purchase and application of TDRs to the Subject site could potentially increase the building lot yield on the Subject property. That said to the best of our knowledge and understanding, no TDRs are in place at the Subject property.

**Height:** 2.50 stories or 35 feet maximum (both)

Excerpt from Applicable Town Zoning Map



## PURPOSE & USE OF THE APPRAISAL REPORT

***Purpose of the Appraisal:*** To provide a value estimate of the defined property interest (Fee Simple Estate) in the Subject property as of the effective date of valuation. In the instant case, the Client has asked the appraiser to measure the impact on the Subject's unencumbered Fee Simple Estate Interest value stemming from a proposed lease of the Subject acreage from the Peconic Land Trust ("PLT") to the Cornell Cooperative Extension of Nassau County. Entering into said lease is a condition of conveyance of the site from Nassau County to the PLT (see lease details discussed later herein).

***Use of the Report:*** We understand that the estimate of value found within this report may be utilized by the County of Nassau, NY, as Client and sole intended user of the report, as a guide in establishing the market value of the Subject property's Fee Simple Estate Interest as encumbered by the aforementioned lease, for possible sale/disposition of the Subject property by the Client to the Peconic Land Trust.

The scope of this appraisal is specific to the needs of the named Client and to the intended use of this report. This report was prepared for the sole and exclusive use of the named Client for the singular purpose detailed above. As such, the appraiser is not responsible for any unauthorized use of this report by any parties or its use by other parties not specifically identified herein as intended users of the report.

## DEFINITIONS

***Market Value Definition*** - Market Value is defined within the **Dictionary of Real Estate Appraisal**, 7th Edition, Appraisal Institute as, "The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress."

## PROPERTY RIGHTS APPRAISED

The value estimate for the Subject property reflects the rights in "Fee-Simple Estate" defined by **The Dictionary of Real Estate Appraisal**, 7th Edition, Appraisal Institute, as:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat."

In the instant case, the Client has asked the appraiser to measure the impact on the Subject's unencumbered Fee Simple Estate Interest value stemming from a proposed lease of the Subject acreage from the Peconic Land Trust ("PLT") to the Cornell Cooperative Extension of Nassau County. Entering into said lease is a condition of the conveyance of the site from Nassau County to the PLT (see lease details discussed later herein).

## EXPOSURE TIME

The value found herein assumes that the Subject property was professionally exposed to the market for a typical and reasonable amount of time prior to the date of valuation utilized herein. In the instant case, published market data indicates that residential vacant land properties of like type and class located within the Subject community were typically on the market for six to twelve months, with an average exposure time of 6.50 months before being sold.

## EXTRAORDINARY ASSUMPTION

**The Dictionary of Real Estate Appraisal**, 7th Edition, Appraisal Institute, defines Extraordinary Assumption as, "An assumption directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the Subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis." An Extraordinary Assumption may be used in an assignment only if:

It is required to properly develop credible opinions and conclusions; The appraiser has a reasonable basis for the Extraordinary Assumption; Use of the Extraordinary Assumption results in a credible analysis; and The appraiser complies with the disclosure requirements set forth in USPAP for "Extraordinary Assumptions."

As a condition of the conveyance of the Subject property to the Peconic Land Trust, the County of Nassau is requiring that the Peconic Land Trust enter into a three-year lease with Cornell Cooperative Extension of Nassau County for the entire Subject property.

The Client has instructed us to consider the above noted lease's impact on the current (date of valuation) unencumbered market value of the Subject property.

***As such, this appraisal was made subject to the following Extraordinary Assumptions:***

***That the Subject property would be conveyed to the Peconic Land Trust subject to the terms and conditions of the draft lease provided by the Client to the appraiser.***

***That the lease would run for three years and then be terminated.***

***That upon termination of the lease, the fee owner of the Subject property could theoretically develop the site to its Highest and Best Use.***

***The use of this Extraordinary Assumption impacts the final conclusion of value found herein.***

## APPRAISAL PROCESSES

In appraising the Subject property, we considered the three traditional approaches to value -- the Cost Approach, the Sales Comparison Approach ("Market Approach"), and the Income Capitalization Approach. Below is an overview and brief explanation of each valuation approach.

***Cost Approach*** - The Cost Approach is based on the current cost to replace the property, new, as of the effective date of the appraisal. Published cost directories are typically utilized to estimate various costs of construction. To direct and indirect costs, a market-derived estimate of entrepreneurial profit is added (when appropriate). From the Cost New estimate, a deduction for accrued depreciation (all causes) is calculated. To this depreciated improvement value, a market-derived land value estimate and an estimate of the depreciated value of all site improvements is added. The result is the total value of the property.

*The existing building improvements do not add any value to the Subject property over and above its underlying land value as zoned. As such, the Cost Approach to value was not utilized to value the Subject property herein.*

***Income Approach*** - The Income Capitalization Approach involves measuring the extent of future benefits that might reasonably be expected in terms of income and translating these benefits into a total present value estimate. In employing the Income Approach, careful consideration is given to the earning capacity of the property over an anticipated holding period. The capitalization and/or discount rate employed consider(s) available mortgage financing, typical equity yield requirements and anticipated appreciation/depreciation over an investment holding period.

*As land is not typically leased for residential development in the Subject market area, the Income Approach to value was not utilized herein to value the Subject property.*

***Sales Comparison Approach*** - The Sales Comparison Approach (a/k/a Market Approach) was used in this analysis to develop meaningful units of comparison to be applied to the Subject property. This approach is associated with the principle of substitution, i.e., what similar properties with comparable physical and economic characteristics are selling for in the local marketplace, with consideration given to the type of value estimate being sought, i.e., price per square foot of land, price per acre, price per building lot, etc. Various local sales services as well as a property search in the Subject neighborhood were all used in the research of recent sales transactions that were verified by recorded deeds and confirmed with knowledgeable and involved parties where possible. This sales data was then utilized using this approach to estimate the value of the Subject property interest appraised herein.

## STATEMENT OF GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

This Appraisal Report has been made Subject to the following general assumptions and limiting conditions:

No investigation has been made of and no responsibility is assumed for legal descriptions or legal matters, including title or encumbrances. Title to the property is assumed to be good and marketable unless otherwise stated. The property is further assumed to be free and clear of any or all liens, easements, deed covenants and restrictions and/or other legal encumbrances unless otherwise stated.

Information furnished by others, including but not limited to, the Client, their representatives, public officials, other public and private sources, and information from the Subject property owner, upon which all or portions of this report are based, is believed to be reliable, but has not been verified in all cases. It is our opinion that the information is of the kind and quality generally accepted by the appraisal profession as reliable, thus it was utilized in forming all or part of the professional opinion(s) found herein. However, no warranty, either expressed or implied, is given as to the accuracy of such information.

Areas and dimensions of the Subject tax lot(s) as well as any building improvements situated thereon are based on public information, i.e., Suffolk County Tax Maps and Town assessment and planning department records and other available sources. No independent surveys were conducted. The value found herein is predicated on the assumption that the appraiser's estimate as to the total usable land and/or building areas appraised are accurate. If a professional survey or other information subsequently becomes available that indicates otherwise, the appraiser reserves the right to alter the estimate of value found herein based on any newly available surveys or other related information. Any sketches or maps shown herein are provided only to assist the reader in visualizing the property.

No responsibility is taken for changes in market conditions and no obligation is assumed to revise this report to reflect events or conditions that occur subsequent to the effective date of valuation.

Responsible ownership and competent property management are assumed.

It is assumed that the property is in full compliance with all applicable Federal, State, and local rules and regulations governing such aspects as zoning, use, environmental concerns, etc., unless otherwise stated.

This report has been made only for the purpose stated and shall not be used for any other purpose or by any other parties not named herein as intended users. Any other uses of or users of this appraisal are considered unintended. Neither this report nor any portions hereof (including without any limitation any conclusions as to value, the identity of the individuals signing or associated with this report, or the professional associations or organizations with which they are affiliated) may be disseminated to third parties by any means without the prior written consent and approval of the author.

No individual signing or associated with this report shall be required by reason of this report to give testimony or to appear in court or at other legal or administrative proceedings, unless specified prior arrangements have been made to do so.

The allocation, if any, in this report of the total valuation between components of the property, land, and improvements applies only to the program of utilization stated in this report. The separate values for any components may not be applicable for any other purpose and must not be used in conjunction with any other appraisal.

It is assumed that all required licenses, certificates of occupancy, consents or other legislative or administrative authority from any local, state, or national government or private entity or organization, have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or building improvements that render them more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them. The appraiser is not a building/property inspector. As such, this appraisal report does not guarantee that the land, building and/or site improvements are free from defects. The term "Inspected" as used within this appraisal report shall be deemed to mean "Viewed." Since the appraiser is not a professional property inspector, the appraiser has only viewed reasonably accessible areas of the property in order to observe its overall condition. The appraiser is not qualified to warrant the mechanical, electrical, structure, roof, foundation, subsoil, or the condition of any part or whole of the Subject property lands, buildings, and site improvements.

Unless otherwise stated, the values found within this report do not consider the existence of hazardous substances including, without limitation, asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions which were not called to the attention of, nor did the appraisers become aware of, during the appraisers' research of the Subject property. The appraisers have no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraisers, however, are not qualified to test for such substances or conditions. The presence of such substances, or other hazardous substances or environmental conditions may affect the value of the property. As such, the value in this report is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The Client is urged to retain an expert in this field, if desired.

This Appraisal Report was produced solely for the purpose and use stated prior herein and is not a litigation ready Report. Additional data in our files answers potential questions not covered herein.

*The estimate of value found herein is predicated on the Highest and Best Use conclusion detailed within this report. Said conclusion speaks to the use of the Subject parcel that would, in our opinion, provide the highest net return (value) to the property as if vacant. Said estimates consider such things as the applicable zoning and other development regulations, the physical characteristics of the site and the economic feasibility associated with alternative uses of the Subject parcel. If new or previously unavailable information subsequently becomes available which substantially impacts or alters the Highest and Best Use conclusion found herein, the appraiser reserves the right to alter the estimate of value found based on any such new information.*

This Appraisal Report was made subject to the Extraordinary Assumption(s) and/or Hypothetical Conditions (if any) detailed herein.

The global outbreak of a "novel coronavirus" known as COVID-19 was officially declared a pandemic by the World Health Organization (WHO) in February 2020. In mid-March 2020, Federal and NYS Government officials required the shutdown of all "non-essential" businesses. The short-term effect of this "shutdown" had been the temporary cessation of all non-essential businesses which produced a steep and sudden downturn in the local and national economies resulting in millions of people losing their jobs. It was then unknown what direct, or indirect, long-term effect, if any, this event may have had on the national economy, the local economy, or the market area in which the Subject property is located. The reader is cautioned, and reminded, that the conclusions presented in this Appraisal Report apply only as of the effective date of valuation utilized herein. The appraiser makes no representation as to the effect on the Subject property of any event that occurs subsequent to the effective date of valuation.

Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing General Underlying Assumptions and Limiting Conditions. The appraisal duties, pursuant to the employment to make the appraisal, are complete upon delivery and acceptance of the appraisal report. Any corrections or errors should be called to the attention of the appraiser within 30 days of the delivery of the report.

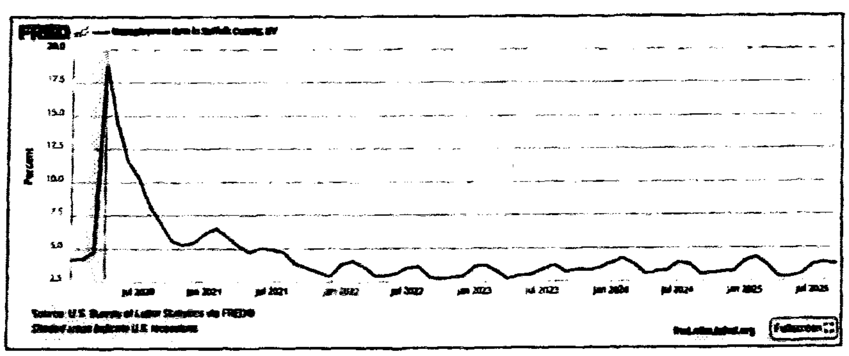
**AREA DEMOGRAPHIC & MARKET SUMMARY**

***Geographic Location*** – The Subject Property is located within the community of Riverhead, Township of Riverhead, within the "North Fork" region of eastern Suffolk County, Long Island, New York. Long Island is the largest island in the continental United States. Its 1,400 square miles of land span approximately 120 miles eastward from New York City's East River to the Atlantic Ocean at Montauk.

The Queens and Brooklyn Boroughs of the City of New York occupy the western end of the Island, while the mid-portion and eastern end is comprised of Nassau and Suffolk Counties. In a popular sense, the "Island" refers only to Nassau and Suffolk Counties which extend for approximately 100 miles of the Island's length with Nassau occupying 298 square miles and Suffolk occupying 929 square miles.

The once sparsely populated Island has developed from an agricultural region to a densely populated suburban area with a diversified economic base. Currently, the character of the Island changes markedly over its length, traveling eastward, from urban to suburban to rural communities. The proximity of Nassau and Suffolk Counties to New York City, a center for trade, commerce, and industry, has been the primary factor in the development of the Long Island economy. Long Island is considered to be part of the greater New York metropolitan area.

***Unemployment Statistics*** - As of November of 2025, Suffolk County had an unemployment rate of approximately 3.50% and remained below 5% over the past five years. The reported rate for NY State stood at 4.50%, while the national rate stood at 4.40% as of December 2025. Unemployment rates have dropped dramatically since the Corona Virus outbreak and associated business shut downs during which tens of millions of people lost their jobs. As the economy opened back up, the national, regional, and local unemployment rates trended downward significantly and have remained low over the past several years. That said, there is still some minor instability in the labor market due to the lingering impacts of the virus including generous federal and state unemployment benefits that kept workers at home, a reluctance for workers to return to the "office" and/or job market post COVID and vaccine mandates that resulted in worker shortages in certain industries.

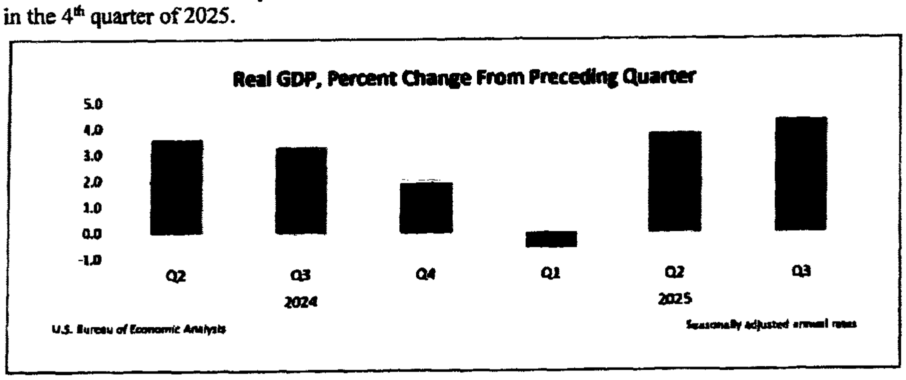



***Economy*** – From the mid 1990's until 2007, Long Island enjoyed a thriving economy with a diversified business base. The quality of the Island's work force and the lower cost of rental space and land relative to those in New York City have drawn many large and small companies to Long Island. From the late 1990's through late 2006/07, substantial residential, commercial, and industrial building activity took place on Long Island. However, the lingering economic recession that took serious hold in the fall of 2008 only began to loosen its grip on the regional real estate market in 2013 as both the regional and national economies slowly returned to "normal" followed by above average levels of economic, wage and job growth from 2017 through to early 2020. The reported median household income in Suffolk County, NY is $128,329, up approximately 4.76% over the prior year.

The impacts of the COVID-19 outbreak resulted in a substantial retraction of the local, regional, and national economies. The U.S. GDP retracted by 3.40% during 1st Q 2020, followed in 2nd Q 2020 by a massive 34.30% retraction, there after followed by significant increases in GDP for the balance of 2020. Overall, US GDP retracted by 3.50% during 2020. As of 1st Q 2021, GDP growth was estimated at 6.40% annualized, with about the same level of increase experienced over 2nd Q 2021. Due to a resurgence in Corona Virus cases, many areas of the country again shut down, dampening economic activity, with 3rd Q 2021 GDP growth slowing to just 2.00%. GDP growth then jumped to approximately 6.90% for the 4th Q 2021 time period. Many experts postulated that the prior growth in GDP was being fueled by the massive Federal Government's monetary stimulus which in turn sowed the seeds for inflation.

The GDP then declined by 1.50% in 1st Q 2022 sparking fears of a coming recession which manifested as of 2nd Q 2022, with a continued slight decline in the GDP. The economy rebounded somewhat in 3rd Q 2022, increasing by 3.20% and again in 4th Q 2022, increasing by 2.90%. Despite the positive GDP trends in the second half of 2022, many economists postulated that there would be a significant recession beginning sometime in 2023.

Said recession never materialized as GDP remained positive throughout 2023, increasing 2.00% in the 1st Q 2023, followed by increases of 2.10%, 4.90% and 3.30% in the 2nd through 4th Quarters of 2023. The significant bump in GDP in the latter half of 2023 was fueled in large part by both government spending and consumer (credit) spending. GDP growth again slowed dramatically as of 1st Q 2024 with the reported revised rate of GDP growth being just 1.40%. The economy picked up some steam over the 3rd quarter 2024 time period, with GDP growth reported (as finalized) at 3.10%. The stock market, after record high, closes in mid-July 2024, came back to earth in August with the market retracting by almost 10% in early August 2024. Poor economic figures over the summer of 2024 had once again sparked talk of a looming recession. The economy did show a bit of a slowdown 4th Q 2024 as the GDP rate of increase dropped down to just 2.40%. That slowdown continued into 1st Q 2025 as data indicated a negative GDP which again sparked fears of a coming recession. That said, despite fears of a recession, stemming mainly from President Trump's hardline on tariffs, the 2nd Q 2025 GDP rebounded, increasing by 3.80%. That unexpected bounce in GDP carried through the 3rd of Q 2025, with the GDP increasing by 4.30%. It appears that despite the prior gloomy economic predictions, the economy out performed everyone's expectations in the 2nd and 3rd quarters of 2025. Preliminary indications are that the GDP grew by close to 5% in the 4th quarter of 2025.




Inflation remains somewhat of a concern for consumers, albeit the rate of inflation has been slowly dropping throughout the 2025 year. While the rate of increase in inflation has been slowing since the beginning of the year, there are continued fears of inflation stemming from the current government tariff issues. Prior, significant damage was done to the economy by inflation, as prices are generally up between 20% and 30% since 2021. Moreover, the enormous increases in the costs of building materials and supplies have impacted the real estate construction industry negatively, with prices increasing by 25%+ in total over price levels seen just five years ago.

***Residential Price Trends*** - Single family residential property values in Suffolk County were robust throughout the 2020 and 2021 pandemic years and have remained solid through 3rd Q 2025. As per statistics published by Douglas Elliman (detailed below), median sales prices for single-family residences situated within the Suffolk County market area experienced the following value trends over the course of the years detailed below:

***2020: +10.54%; 2021: +13.95%***

***2022: +8.16% overall; (-)3.60% 4th Q 2022***

***2023: +8.49 overall (-) 2.83% 1st Q 2023***

***2024: +10.40%***

***1st Q 2024 - 1st Q 2025: +10.70%***

***2nd Q 2024 – 2nd Q 2025: +6.60%***

***3rd Q 2024 – 3rd Q 2025: +6.30%***

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 2022 | $579,296 | $530,000 | 14,813 | 2017 | $386,208 | $345,000 | 15,347 |
| 2021 | $542,345 | $490,000 | 17,398 | 2016 | $364,735 | $325,000 | 14,125 |
| 2020 | $473,068 | $429,999 | 15,027 | 2015 | $365,762 | $320,000 | 11,996 |
| 2019 | $427,210 | $389,000 | 15,584 | 2014 | $352,033 | $304,000 | 10,929 |
| 2018 | $403,767 | $365,000 | 15,433 | 2013 | $358,539 | $310,000 | 11,007 |

| Suffolk Matrix | Q4-2023 | [illegible] | Q3-2023 | [illegible] | Q4-2022 |
|---|---|---|---|---|---|
| Average Sales Price | $633,374 | 0.6% | $629,837 | 8.8% | $582,124 |
| Median Sales Price | $575,000 | 0.3% | $573,500 | 8.5% | $530,000 |

| [illegible] | | | | | |
|---|---|---|---|---|---|
| Average Sales Price | $700,057 | 1.7% | $688,126 | 10.5% | $633,374 |
| Median Sales Price | $635,000 | 0.8% | $630,000 | 10.4% | $575,000 |

| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
|---|---|---|---|---|---|
| Average Sales Price | $686,700 | -1.9% | $700,057 | 11.4% | $616,667 |
| Median Sales Price | $630,000 | -0.8% | $635,000 | 10.7% | $569,000 |

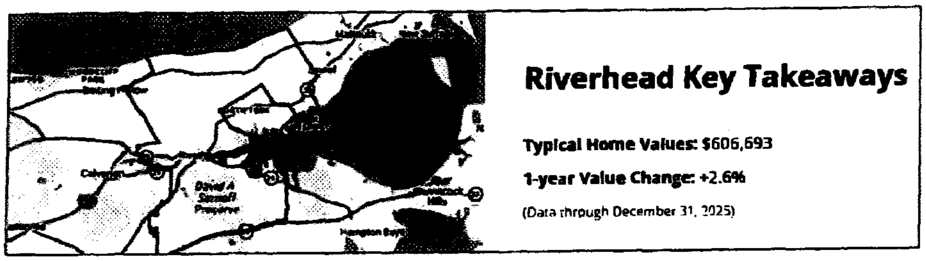
| | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
|---|---|---|---|---|---|
| Average Sales Price | $720,413 | 4.9% | $686,700 | 10.0% | $654,798 |
| Median Sales Price | $650,000 | 3.2% | $630,000 | 6.6% | $610,000 |

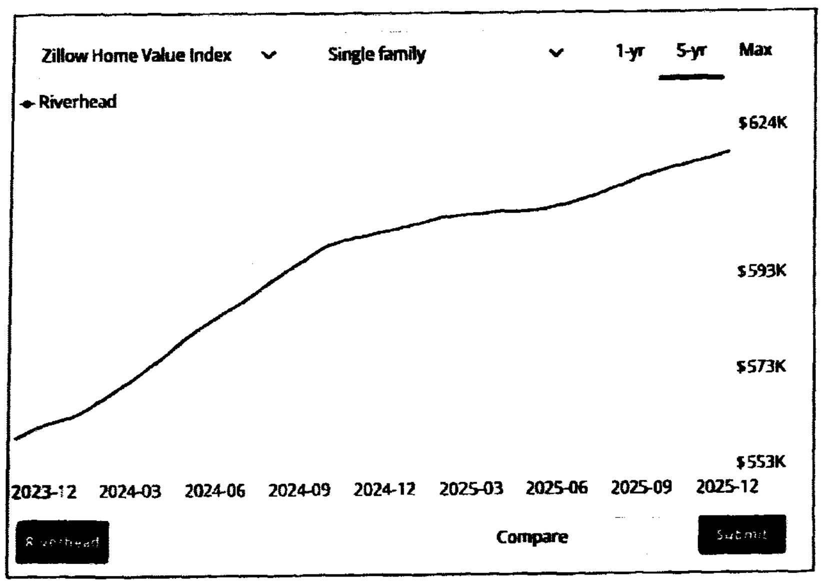
| Suffolk Matrix | Q3-2025 | [illegible] | Q2-2025 | [illegible] | Q3-2024 |
|---|---|---|---|---|---|
| Average Sales Price | $748,250 | 3.9% | $720,413 | 8.7% | $688,126 |
| Median Sales Price | $670,000 | 3.1% | $650,000 | 6.3% | $630,000 |

That relative shortage of inventory available for sale coupled with continued high demand has served to keep the local residential market strong, with the latest report showing an increase of 6.30% in the median sale price for homes situated within Suffolk County (excluding the North Fork and Hamptons market areas) over the 3rd Q 2024 to 3rd Q 2025 time period.

**Riverhead, NY Housing Trends**

As per market trend data published by Zillow specific to the Subject's single-family housing market, the following change in median sale price occurred over the 12 month period ending 12/31/25:

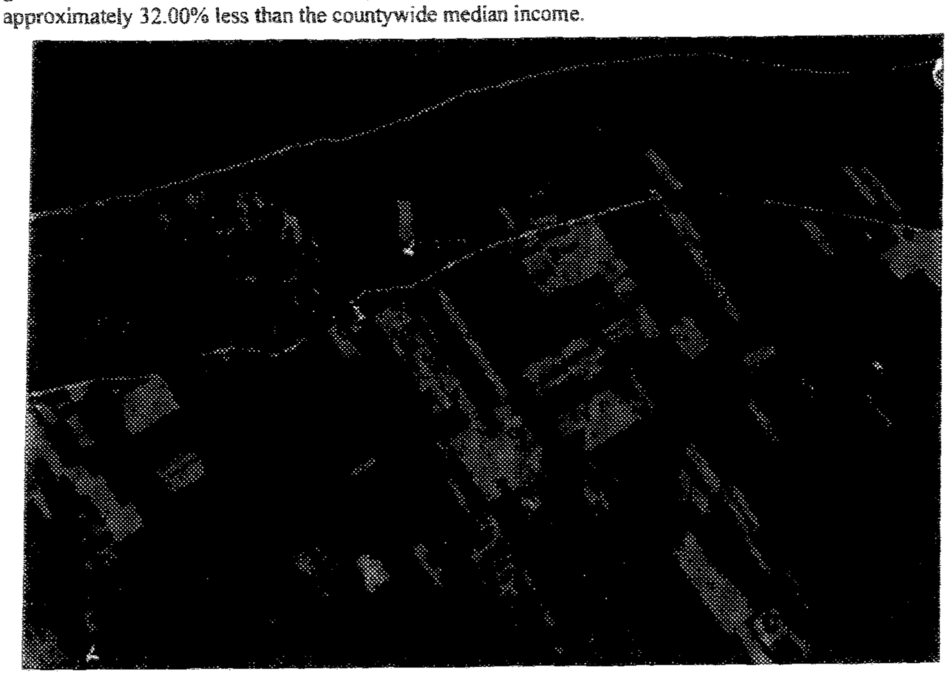



***NOTE: The rate of price increase specific to freestanding, single-family dwellings situtated within Riverhead over the 24 month time period ending 12/31/25 was 4.80%/annum on average compounded (monthly).***

## NEIGHBORHOOD DEMOGRAPHIC SUMMARY

***Riverhead, NY (11901 zip code area)*** – As per a number of demographic sources, the larger Subject zip code area has a reported total population of approximately 32,422 people (up 19.30% over the 2010 census) within its 55.20 square mile area for a population density of 588 persons per square mile (2.60 people per household) which is characterized as "low" density. There is a total of 16,765 housing units within the community, approximately 30% of which is comprised of renter occupied housing. The Subject is served by the Riverhead Central School District. The median age in the community is 44.60 years, 4.40 years greater than the statewide median age. The median household income as of 2023 was $80,800 approximately 32.00% less than the countywide median income.



The Subject parcel is located within an area comprised of farmlands, including several preserved farm lots located near the Subject including the adjacent tax lot to the west, as well as an interspersing of single-family dwellings. Commuter roadway access is available via route 25 as well as the Long Island Expressway five miles southwest. The local Riverhead LIRR station is also located several miles to the south of the Subject. Supporting commercial development is available along both Old Country Road and NYS Route 25 located to the south of the Subject property.

## SCOPE OF WORK PERFORMED IN PREPARING THE APPRAISAL

John S. Goess Realty Appraisal, Inc. has been retained by the Client to estimate the market value of the Fee Simple Estate Interest in the Subject property appraised.

The following scope of services were undertaken to accomplish this task:

- Reviewed aerial photographs of the Subject property, the applicable Subject tax map and performed a field inspection of the Subject neighborhood to observe conditions at the Subject site and in the surrounding areas.

- Reviewed demographic and market value trends in the Subject's competitive market area as well as the broader Suffolk County and Long Island Regional market areas.

- Performed a review of available public records to obtain the recent transfer/title history of the Subject property.

- Reviewed Subject property records and Subject and comparable property zoning on file with the Town of Riverhead as well as the other municipalities in which the comparable properties utilized herein are located, as applicable.

- Reviewed applicable portions of the Town Code specific to development in and/or the subdivision of properties situated within the Town's RA-80 residential zoning district.

- Reviewed the proposed lease from PLT to Cornell Cooperative Extension of Nassau County supplied by the Client.

- Reviewed applicable DEC Freshwater Wetlands information including the maps designating said wetland areas as well as any applicable regulations.

- Reviewed Subject property information on the Town of Riverhead's and the County of Suffolk GIS systems as available on-line.

- Reviewed the Suffolk County Department of Health Services Groundwater Management Zone Map as well as applicable regulations regarding the subdivision and development of land as promulgated in Article 6, 7 & 12 of the Suffolk County Sanitary Code.

- Performed a Highest and Best Use analysis to determine the use of the Subject property that would yield its highest value within the confines of the governing zoning ordinance, physical conditions at the site, other use restrictions placed on the property by entities having governmental oversight and economic market conditions affecting the Subject market area.

- Identified, researched, reviewed, and analyzed sales and listings of comparable vacant residential land sites.

- Estimated the unencumbered market value of the Subject property interest appraised using the Sales Comparison Approach, and also measured the impact on value assuming the proposed lease to Cornell Cooperative Extension was executed and in place.

- Detailed the data utilized as well as our analyses and conclusions within a written report.

## HIGHEST AND BEST USE ANALYSIS

The Appraisal Institute defines Highest and Best Use as follows:

> *"That reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal. Alternatively, that use, from among reasonably probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in highest land value."*

The above definition was taken from The Appraisal of Real Estate, Ninth Edition.

For a use to be considered the Highest and Best Use, it must meet the test of being physically possible, legally permitted, economically feasible and that single use which provides the highest net return. The Highest and Best Use is analyzed in two ways: (i) land as though vacant and ready for development, and (ii) the property as it is currently improved (if improved).

### *Highest and Best Use as Vacant*

The Subject acreage appraised herein totals 137.90-acres. The Subject property lies within the Town of Riverhead's RA-80 zoning district which principally permits residential subdivision and the development of single-family homes based on a minimum building lot area yield requirement of 80,000 square feet. Agricultural uses are also permitted within the governing zoning district. The Subject acreage is comprised of a mix of both flat level lands within its southerly portion and undulating and steep terrain within in northerly portion, with the site having substantial frontage along the abutting Long Island Sound. There appears to be nothing legally or physically that would present a substantial obstacle to the site's development within the confines of the Subject's governing zoning ordinance.

Based on our analysis, it is our opinion that the market participants who would be most interested in the Subject property are comprised of residential developers considering the current zoning, market conditions and physical conditions present at the Subject site. Given the active market for residential building lots in the Subject market area and further, considering the overall strength of the residential market currently, it is our opinion that there is more than sufficient market demand to render the Subject site economically viable for the aforementioned uses.

In consideration of the foregoing, it is our opinion that the Highest and Best Use of the Subject property, as vacant, is manifested through its future potential for subdivision and subsequent development with single-family dwellings of the type, size, and style currently in demand in the Subject market area. Based on the governing zoning requirements, a cluster subdivision of the site would likely be required so as to preserve as much of the site as possible as open space. Before development could occur, however, subdivision and development approvals from the Town and other municipal agencies would have to be secured.

## LAND VALUATION – FULL FEE INTEREST – SALES COMPARISON APPROACH

To estimate the value of the Subject property, we have employed the Sales Comparison Approach.

In determining what type of sales to research and how to best analyze those sales, we considered sales that were consistent with our Highest and Best Use conclusion, i.e., the value of comparable multi-acre, similarly zoned waterfront and other residentially zoned vacant land sites situated within the Subject and surrounding communities.

To locate comparable sales and listing data to research and utilize in our analysis, we searched available sales services such as Attom Data Solutions, Zillow, NYSORPS Sales Web and Long Island MLS. Additionally, we searched public property records in the Subject neighborhood as well as listings for sale available through several realtors active in the Subject market area. The sales search included data available through early February of 2026. From the larger universe of the approximately sixteen sales and listings identified, researched, and analyzed in the preparation of this analysis, we selected those sales deemed most comparable to the Subject property for use in our analysis.

In the grid that follows, we have listed and analyzed the data deemed most comparable to the Subject property. The meaningful unit of analysis developed for the data utilized herein is the total sale price per acre of land area. Consideration was given to and adjustments were made for those characteristic differences deemed most salient by the marketplace.

**Comparable Sales Analysis - Residential Acreage Sales:**

| | Subject | Sale #1 | Sale #2 | Sale #3 | Sale #4 |
|---|---|---|---|---|---|
| Sale Date: | 2/5/2026 | 2/10/2023 | 12/27/2023 | 9/26/2024 | 12/12/2024 |
| Community: | Riverhead, NY | Riverhead, NY | Mattituck, NY | Southold, NY | Riverhead, NY |
| Location: | N/Side of Sound Avenue | N/S of Sound Avenue | S/W/C Main Rd. & Locust Ave. | S/Side of CR-48 at | N/Side of Sound Avenue |
| | #3186 Sound Avenue | E/of Dolphin Way | #19500 Main Road | W/side of Tuckers Lane | #3652 Sound Avenue |
| School District | Riverhead | Riverhead | Mattituck | Southold | Riverhead |
| Land Area (Acres): | 137.90 | 35.80 | 16.78 | 28.31 | 69.40 |
| Use at Sale: | 4-H Camp; site partially cleared | Vacant Woodlands/Partially Cleared | Vineyard | Farmlands/Vineyard | Farmlands |
| Zoning: | RA-80 (2-Acre) | RA-80 - (2-Acre) | AC - (2-Acre) | AC - (2-Acre) | RA-80 - (2-Acre) |
| Shape/Topography: | Irregular/Level & Undulating Terrain | Regular/Level | Regular/Level | Regular/Level | Regular/Level |
| Other: | Land with Development Rights | Vacant Lands with Development Rights | Vacant Lands with Development Rights | Vacant Lands with Development Rights | Farmlands with Development Rights |
| | Intact - Sub-D Potential | Intact - Sub-D Potential | Intact - Sub-D Potential; 2 Street Frontage | Intact - Sub-D Potential; 2 Street Frontage | Intact - Sub-D Potential; |
| | 759' of Frontage on Long Island Sound | 325' of frontage on LI Sound | | 1,345 SF partially finished former tasting room | 540' of frontage on LI Sound; 3-Barns |
| **Sale Price:** | | $3,500,000 | $1,700,000 | $3,150,000 | $8,250,000 |
| **Selling Price Per Acre:** | | $97,765 | $101,311 | $111,268 | $118,876 |
| **Conditions of Sale:** | | 0.00% | 0.00% | 0.00% | 0.00% |
| **Conditions Adjusted Sale Price Per Acre:** | | $97,765 | $101,311 | $111,268 | $118,876 |
| **Analysis Adjustments** | | | | | |
| **Market Conditions @ 5%/annum:** | | 16.15% | 10.96% | 6.88% | 5.99% |
| **Market Adjusted Sale Price Per Acre:** | | $113,554 | $112,415 | $118,923 | $125,997 |
| **Characteristic Adjustments** | | | | | |
| **Location:** | | 0.00% | 0.00% | 0.00% | 0.00% |
| **Site Size:** | | -10.00% | -10.00% | -10.00% | -5.00% |
| **Site Utility:** | | 0.00% | 0.00% | 0.00% | 0.00% |
| **Zoning:** | | 0.00% | 0.00% | 0.00% | 0.00% |
| **Total Adjustment:** | | -10.00% | -10.00% | -10.00% | -5.00% |
| **Final Adjusted Sale Price Per Acre:** | | $102,199 | $101,173 | $107,031 | $119,697 |

## EXPLANATION OF ADJUSTMENTS

We have analyzed the comparable properties researched and utilized herein and adjusted for:

| | |
|---|---|
| • Conditions of Sale | • Site Size |
| • Market Conditions (time) | • Site Utility |
| • Location | • Zoning |

The adjustment process is conducted by making percentage adjustments to the comparable data (upward "+" or downward "-"), with no adjustments made for characteristics that are deemed substantially similar. The characteristic adjustments made reflect our opinion as to how, and by how much, the comparable data analyzed differs from the Subject property. The total adjustments are then summed and either added to or subtracted from the comparable data's unadjusted unit value. The resultant range in values provides an indication of the Subject's value as of the date of valuation.

An explanation of the adjustments made to the comparable sales data analyzed follows:

***Conditions of Sale*** – Accounts for atypical conditions affecting a sale analyzed.

*No atypical conditions of sale are known to have affected any of the sales utilized in our analysis, thus no condition adjustments to the sales are warranted.*

***Market Conditions*** – The local Suffolk County single-family housing market remained strong over calendar year 2020 through the 4th Q of 2025 despite the prior negative economic impacts associated with the COVID-19 pandemic. Market Statistics for the general Suffolk County market area (excluding the Hampton's and North Fork markets) indicate a general rate of increase over the past 12 months ending 3rd Q 2025 of 6.30%. Market data specific to the Subject community indicates a rate of appreciation for all residential properties of 2.60% over the twelve-month period ending December 31, 2025. The average annual increase specific to freestanding single-family dwellings located within the Subject community over the 24-month period ending December 21, 2025, was 4.80% compounded (monthly).

*Based on the reported Suffolk County and local Subject community market statistics, we applied a +5.00% per annum adjustment for market conditions from the date of the respective sales analyzed to the effective date of valuation.*

***Location*** – This adjustment considers the accessibility of a property to centers of employment, as well as shopping and recreational centers, the demographic make-up of the surrounding/supporting residential community/population, the type and quality of the surrounding/supporting development in the immediate area, views of adjacent preserved lands and/or waterfront situs, supply/demand factors, the perceived strength of the local school district and general real estate value levels in the local market area. In adjusting each comparable sale analyzed, these factors were considered in their totality and weighed against the same characteristics for the Subject property.

*Sale #1 and Sale #4 are both located within Riverhead along the same road as the Subject property, within close proximity of the Subject. Both sales, like the Subject, enjoy water frontage along adjacent Long Island Sound. As such, they are virtually identical to the Subject property locationally, thus no adjustments to these two sales is warranted.*

*Sales #2 and #3 are located within the neighboring North Fork communities of Mattituck and Southold, respectively. These communities generally experience higher median home values than those in the Subject community. That said, both sale properties do not have frontage along an adjacent body of water. All things considered, we made no location adjustments to these two sales.*

***Site Size*** – Accounts for differences in the total land area of the comparable sale sites analyzed versus the Subject property. Economic effects on analyzed unit values (price per acre of land area in the instant case) typically correlate as follows: larger properties sell for lesser unit values and vice versa due to the capital limitations of market participants. Larger properties require more capital to purchase. As the amount of capital required for the purchase of a property increases, the number of adequately capitalized market participants who can afford said property decreases, thus demand is lessened. This market phenomenon is sometimes referred to as the "magnitude of the investment" and is manifested as the "larger-smaller" effect on analyzed unit values.

*Each of the four sales utilized in our grid analysis are comprised of vacant land sites that contain substantially lesser acreage than does the Subject property. To account for the economic effect that size has on analyzed unit values, a negative size adjustment to each sale is warranted.*

***Site Utility*** – Accounts for and considers the value effect associated with the physical conditions present at a vacant site including such things as access, topography and shape which can impact plot yield, plot size and future subdivision and development of a site.

*Each of the four sales utilized in our analysis are considered to be on par with the Subject in terms of overall site utility. As such, we made no site utility adjustments to any of the four sales utilized in our grid analysis.*

***Zoning*** – This adjustment considers the allowable density of development as well as the type and variety of uses permitted under the governing zoning ordinance.

*Each of the sales utilized in our analysis are located within single-family, 2-acre residential zoning districts and thus are on par with the Subject property in terms of zoning characteristics. As such, no zoning adjustments were made to any of the sales utilized in our analysis.*

**CONCLUSION OF VALUE – VALUE OF FEE SIMPLE ESTATE INTEREST AS UNENCUMBERED BY PROPOSED LEASE**

In reviewing the adjusted comparable property sales data analyzed, the data indicates a narrow value range for the Subject property of approximately $101,000 per acre to $120,000 per acre with central tendency value indications of $107,500 per acre (mean) and $105,000 per acre (median). In reconciling the data analyzed, we placed more weight on Sales #1 and #4 as both sales are located within close proximity to the Subject and both sales have frontage along the adjacent LI Sound. After considering the data and the analysis made thereof, it is our opinion that the estimated value of the Fee-Simple Estate Interest in the Subject property, ***appraised subject to the Statement of General Assumptions and Limiting Conditions detailed herein,*** as of the February 5, 2026, effective date of valuation is:

**$110,000 Per "Raw" Acre**

**x**

**137.90 Acres**

**=**

**$15,170,000**

**(rounded)**

## ANALYSIS OF IMPACT ON VALUE OF PROPOSED LEASE ENCUMBRANCE

As a condition of the conveyance of the Subject property to the Peconic Land Trust, the County of Nassau is requiring that the Peconic Land Trust enter into a lease with Cornell Cooperative Extension of Nassau County for the entire Subject property. A review of the draft lease dated 11/6/25 provided by the Client details the following salient terms and conditions of the lease:

Lease Commencement Date: SECTION 2: TERM AND RENT

TO HAVE AND TO HOLD the Demised Premises, as follows:

A. The term of this lease shall commence on ___________, 2026 (the "Commencement Date") (*the date of Lessor's acquisition of property*) and expire on ________________, 2029.
B. The term of this lease shall be three (3) years from the Commencement Date. The Lease will be automatically renewed for one (1) year until such time that Lessee acquires title to all or a portion of the Premises.
C. Rental rate will be $10.00 (ten dollars) per annum. No security deposit will be collected.

Additional terms detailed in the lease include, the lease is triple-net, meaning the lessee is responsible for all costs of operating and maintaining the Subject property during the lease term including the payment of real estate taxes, property insurance, repairs and maintenance, and utilities, with the Subject property leased in its "as-is" condition.

The Client has instructed us to consider the above noted lease's impact on the current (date of valuation) market value of the Subject property.

In the instant case, the fee owner of the Subject property would not be able to use or develop the property for three years after taking title to the property. Moreover, the fee owner (lessor) would be receiving effectively no rental income from the letting of the property.

To measure the impact of the proposed lease on the Subject's Fee Simple Estate Interest value found earlier herein, we simply discounted the value of the Subject property over the three-year term of the lease at a market-based discount rate. Essentially , the fee owner of the Subject would have to wait three years until the end of the lease term before anything could be done with the property in terms of development as zoned. As such, the buyer would demand a discount to the current fee value of the Subject in order to be "compensated" for the delay in obtaining full use and control of the property, i.e., the delay in developing the site to its highest and best use.

We sourced market discount rates for land leases from RealtyRates.com, a long-standing and well-known data source for real estate-related market data. The table that follows details the market required discount rates for a variety of types of real estate.

RealtyRates.com INVESTOR SURVEY - 4th Quarter 2025*

LAND LEASES

| | | | | | | |
|---|---|---|---|---|---|---|
| Apartments | 4.16% | 11.01% | 8.61% | 6.76% | 11.51% | 9.61% |
| Golf | 4.87% | 16.21% | 10.42% | 7.47% | 16.71% | 11.42% |
| Health Care/Senior Housing | 4.87% | 12.26% | 9.59% | 7.47% | 12.76% | 10.59% |
| Industrial | 4.70% | 12.04% | 9.12% | 7.30% | 12.54% | 10.12% |
| Lodging | 5.06% | 16.11% | 9.21% | 7.66% | 16.61% | 10.21% |
| Mobile Home/RV Park | 4.77% | 14.71% | 10.37% | 7.37% | 15.21% | 11.37% |
| Office | 4.72% | 12.97% | 9.15% | 7.32% | 13.47% | 10.15% |
| Restaurant | 5.20% | 18.06% | 11.20% | 7.80% | 18.56% | 12.20% |
| Retail | 4.46% | 12.18% | 9.46% | 7.06% | 12.68% | 10.46% |
| Self-Storage | 4.72% | 12.17% | 9.92% | 7.32% | 12.67% | 10.92% |
| Special Purpose | 5.10% | 18.22% | 11.33% | 7.80% | 20.17% | 10.82% |
| All Properties | 4.16% | 18.22% | 9.85% | 6.76% | 18.56% | 10.70% |

*3rd Quarter 2025 Data



Typical annual discount rates for housing-related property types ranges from a low of 6.76% to a high of 11.51%, with the average being 9.61%. Considering the relatively short term of the Subject lease (three-years), as well as the fact the fee owner of the Subject property could commence with the process of legally subdividing the Subject property during the lease term, we feel that a discount rate that lies within the lower range indicated by the data is appropriate, namely a discount rate of 8.00%.

## FINAL CONCLUSION OF VALUE AS ENCUMBERED BY PROPOSED LEASE

Full Fee Value of the Subject Property as Unencumbered by Proposed Lease: $15,170,000

Present Value of the Subject Property As Encumbered by Proposed Lease: $11,945,000
(Full Fee Value Discounted at a rate of 8.00% over three years):

After considering the data and the analysis made thereof, it is our opinion that the estimated value of the Fee-Simple Estate Interest in the Subject property, appraised subject to the terms and conditions of the proposed lease detailed earlier herein, as ***well as subject to the Extraordinary Assumptions and the Statement of General Assumptions and Limiting Conditions detailed herein,*** as of the February 5, 2026, effective date of valuation is:

***$11,945,000***

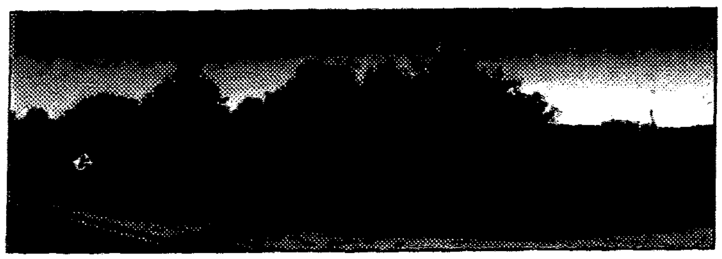
**SUBJECT AND COMPARABLE SALES LOCATION MAP**
**VACANT RESIDENTIAL ACREAGE SALES**

**Subject Property – 3186 Sound Avenue – Riverhead, NY**

Comparable Property Sales:

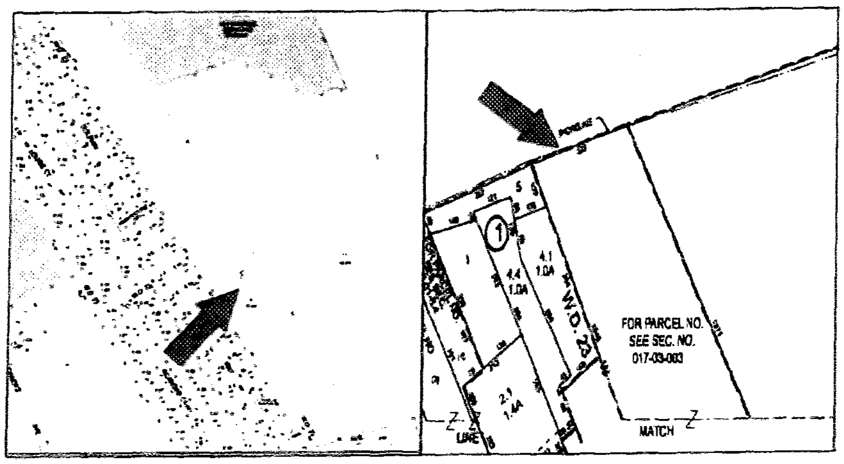
1. 3544 Sound Avenue – Riverhead, NY
2. 19500 Main Road – Mattituck, NY
3. S/W/C of Tuckers Lane & CR-48 – Southold, NY
4. 3652 Sound Avenue – Riverhead, NY

**COMPARABLE SALE #1**

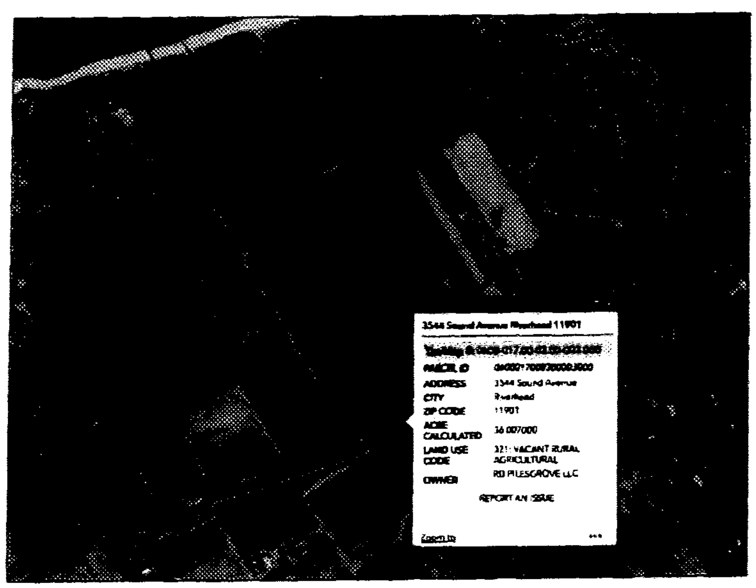


| | |
|---|---|
| **LOCATION:** | N/Side of Sound Avenue (#3544), just east of Dolphin Way through to the edge of the Long Island Sound - Riverhead, NY 11901 |
| **LEGAL ID:** | 600-17-3-3.000 |
| **TYPE:** | Multi-acre, vacant residential land w/325' of frontage on the L.I. Sound |
| **SALE DATE:** | 02/10/23 LIBER: 13207 PAGE: 508 |
| **PRICE:** | $3,500,000 or $97,765/acre |
| **GRANTOR:** | Maria Kapsalis, Trustee |
| **GRANTEE:** | RD Pilesgrove, LLC |
| **LAND AREA:** | 35.80 acres; Zoning: RA-80 2-acre residential. |
| **DESCRIPTION:** | This sale involves the purchase of a multi-acre parcel of vacant land situated within a mixed agricultural and single-family residential use neighborhood. The property is rectangular shaped, is cleared and wooded in parts, is generally level throughout but then rises upward towards the northerly end of the lot terminating on the bluffs fronting the adjacent Sound. The site is on grade with the abutting street and surrounding properties. The land was sold without any subdivision approvals in place but was marketed and sold as having subdivision potential. All utilities common to the area are available to the site. The property is located within the Riverhead School District. |
| **SOURCE:** | Sourced on MLS and was confirmed with the NYSORPTS Sale Web website and with the listing agent. The property was on the market for 2+ months and sold at a 22% discount from the last asking price. |

**TAX MAP – COMPARABLE SALE #1**



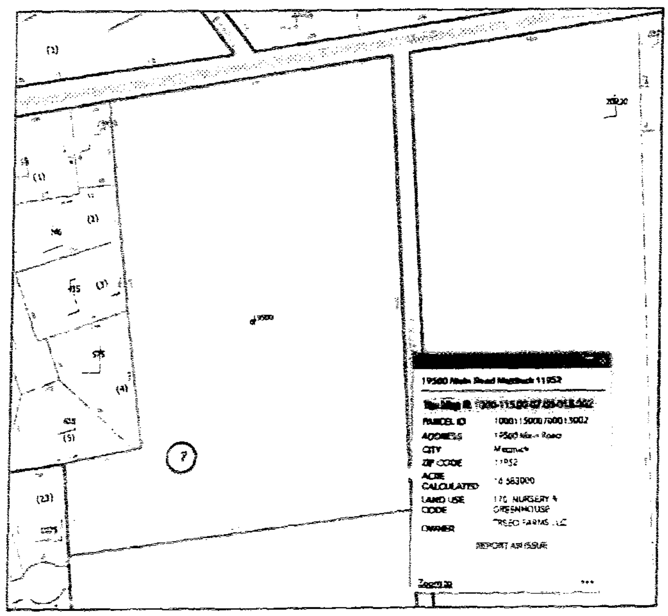

**AERIAL PHOTOGRAPH - COMPARABLE SALE #1**



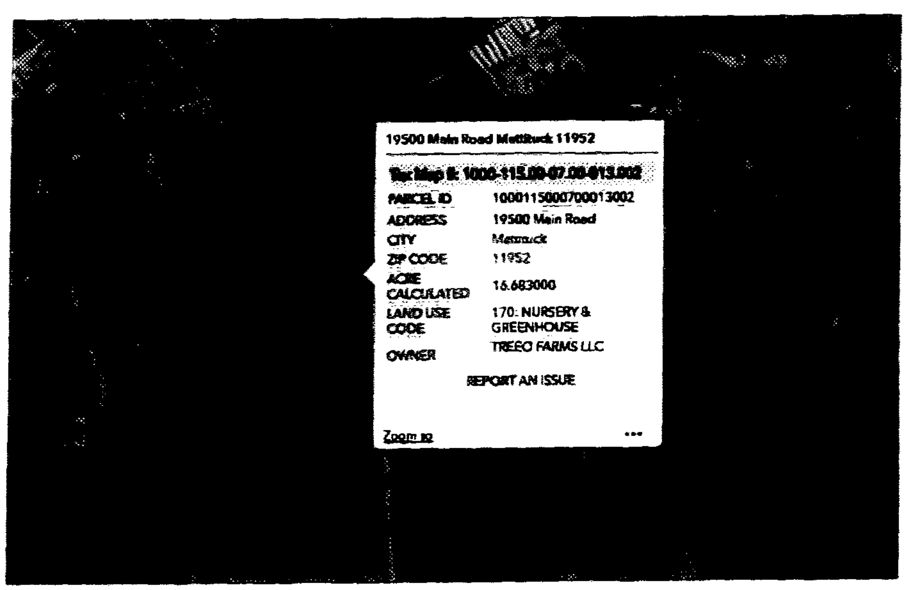
**COMPARABLE SALE #2**

| | |
|---|---|
| **LOCATION:** | 19500 Main Road – Mattituck, NY 11952 |
| **LEGAL ID:** | 1000-115-7-13.002 |
| **TYPE:** | Multi-acre, vacant residential site |
| **SALE DATE:** | 12/27/23 LIBER: 13245 PAGE: 478 |
| **PRICE:** | $1,700,000 or $101,311/acre |
| **GRANTOR:** | Frederick Koehle |
| **GRANTEE:** | McCall Family Holdings |
| **LAND AREA:** | 16.78 acres; Zoning: AC; 2-acre residential. |
| **DESCRIPTION:** | This sale involves the purchase of a multi-acre parcel of vacant land situated within a mixed agricultural and single-family residential use neighborhood. The property is rectangular shaped, is cleared, and was planted in part with grape vines. The site is on grade with the abutting streets and surrounding properties. The land was sold without any subdivision approvals in place but was marketed and sold with development rights in intact. All utilities common to the area are available to the site. The property is located within the Mattituck-Cutchogue School District. |
| **SOURCE:** | Sourced on MLS and was confirmed with the public record, the NYSORPTS Sale Web website, and with the listing agent. The property was on the market for 3.60 months and sold for a 6.25% premium above the last asking price. |

## TAX MAP – COMPARABLE SALE #2



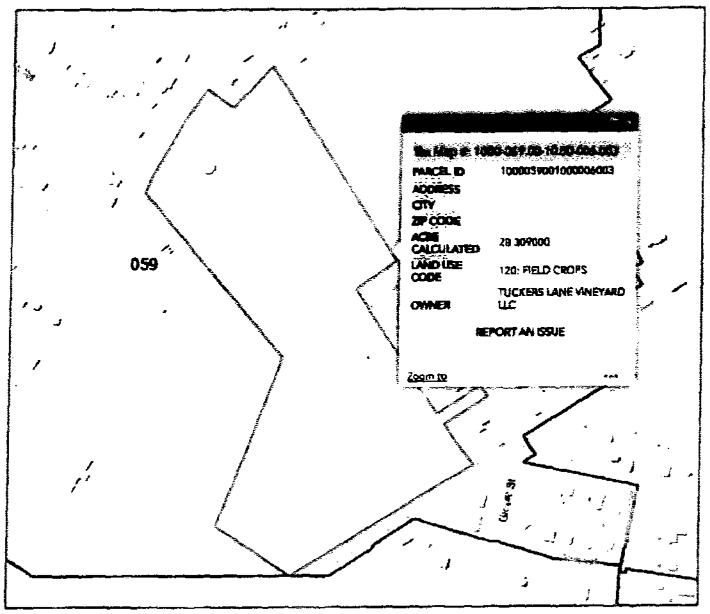
## AERIAL PHOTOGRAPH - COMPARABLE SALE #2



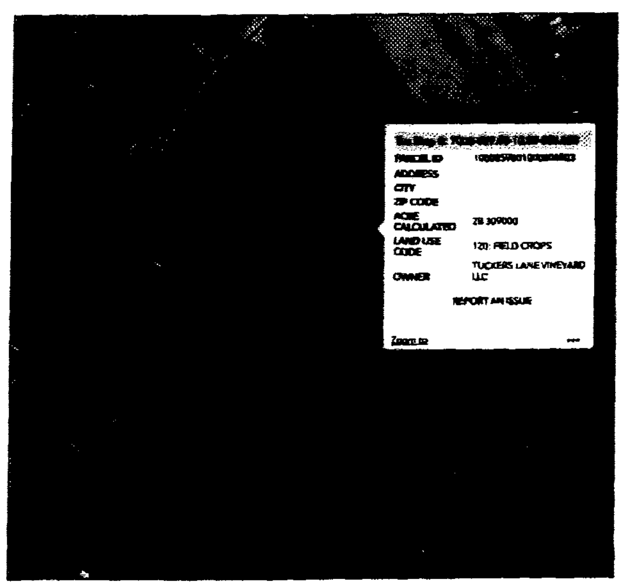
**COMPARABLE SALE #3**

| | |
|---|---|
| **LOCATION:** | S/W/C Tuckers Lane & CR-48 – Southold, NY 11971 |
| **LEGAL ID:** | 1000-59-10-6.003 |
| **TYPE:** | Multi-acre, vacant residential land parcel |
| **SALE DATE:** | 9/26/24 LIBER: 13269 PAGE: 429 |
| **PRICE:** | $3,150,000 or $111,268/acre |
| **GRANTOR:** | Donna Dzugas Smith |
| **GRANTEE:** | Tuckers Lane Vineyard |
| **LAND AREA:** | 28.31 acres; Zoning: AC; 2-acre residential. |
| **DESCRIPTION:** | This sale involves the purchase of a multi-acre parcel of vacant land situated within a mixed agricultural and single-family residential use neighborhood. The property is irregularly shaped, is cleared, and was planted in part with grape vines. The site is on grade with the abutting streets and surrounding properties. The land was sold without any subdivision approvals in place but was marketed and sold with development rights in intact. All utilities common to the area are available to the site. The property is located within the Southold School District. |
| **SOURCE:** | Sourced on MLS and was confirmed with the public record, the NYSORPTS Sale Web website, and with the listing agent. The property was on the market for 2.00 months and sold at an 8.70% discount from the last asking price. |

## TAX MAP – COMPARABLE SALE #3



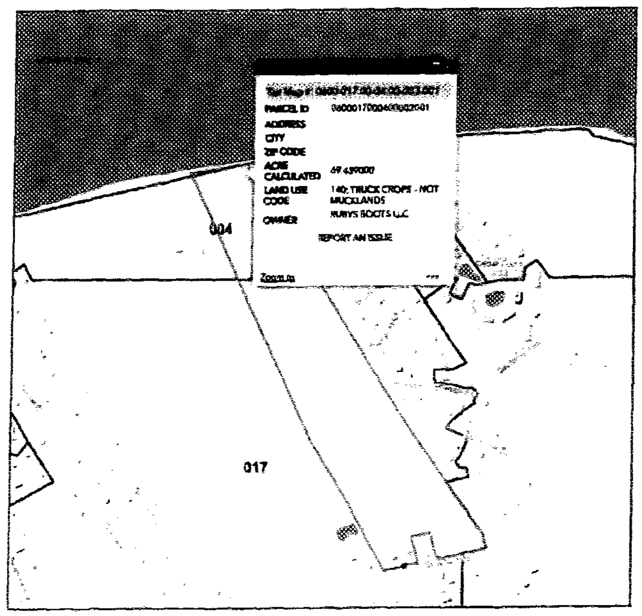

## AERIAL PHOTOGRAPH - COMPARABLE SALE #3



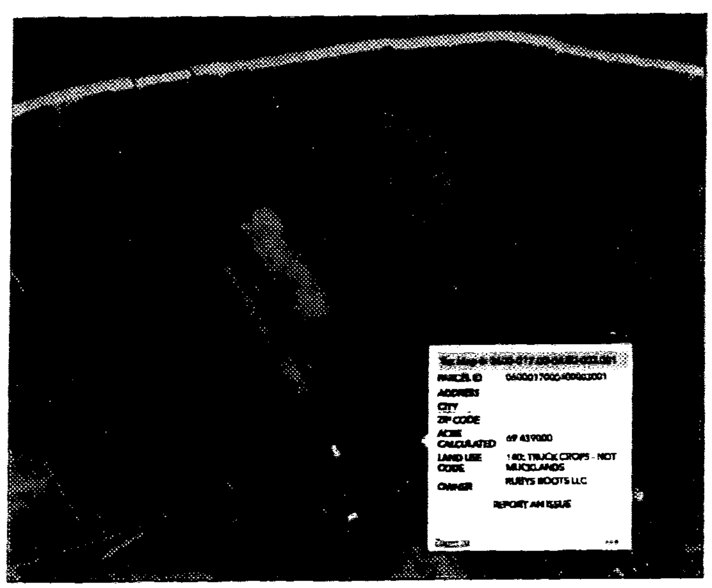
**COMPARABLE SALE #4**

| | |
|---|---|
| **LOCATION:** | N/Side of Sound Avenue (#3652) – Riverhead, NY 11901 |
| **LEGAL ID:** | 600-17-4-3.001 |
| **TYPE:** | Multi-acre, vacant residential land w/540' of frontage on the L.I. Sound |
| **SALE DATE:** | 12/12/24 LIBER: 13283 PAGE: 101 |
| **PRICE:** | $8,250,000 or $118,876/acre |
| **GRANTOR:** | Youngs Farm Associates LTD Partnership |
| **GRANTEE:** | Rubys Boots, LLC |
| **LAND AREA:** | 69.40 acres; Zoning: RA-80; 2-acre residential. |
| **DESCRIPTION:** | This sale involves the purchase of a multi-acre parcel of vacant land situated within a mixed agricultural and single-family residential use neighborhood. The property is rectangular shaped, is cleared and wooded in parts, is generally level throughout but then rises upward towards the northerly end of the lot terminating on the bluffs fronting the adjacent Sound. The site is on grade with the abutting street and surrounding properties. The land was sold without any subdivision approvals in place but was marketed and sold as having development rights intact. All utilities common to the area are available to the site. The property is located within the Riverhead School District. |
| **SOURCE:** | Sourced on Property Navigator Sales Services and was confirmed with the public record. |

## TAX MAP – COMPARABLE SALE #4




## AERIAL PHOTOGRAPH - COMPARABLE SALE #4



**QUALIFICATIONS OF THE APPRAISER**

## *QUALIFICATIONS OF JOHN S. GOESS*
## *CERTIFIED GENERAL REAL ESTATE APPRAISER*
## *STATE OF NEW YORK #46-8631*

- *New York State Supreme Court & Federal Bankruptcy Court - Qualified Expert Witness Real Estate Related Matters – Testified at trial on numerous occasions involving real estate related matters.*
- *Nassau County, New York – Department of Real Estate, Planning & Development, Department of Assessment and Office of the County Attorney – Approved Appraiser*
- *Cities of Long Beach and Glen Cove, New York – Approved Appraiser*
- *Villages of Garden City, Hempstead, Floral Park, Valley Stream & Lynbrook – Approved Appraiser*
- *New York State Department of Transportation – Accredited Right of Way Appraiser*
- *New York State Department of Environmental Conservation – Approved Appraiser*
- *State University of New York at Stony Brook – Approved Appraiser*
- *Suffolk County, New York, Department of Environment and Energy, Division of Real Property Acquisition & Management – Approved Appraiser*
- *Suffolk County Water Authority – Approved Appraiser*
- *Townships of Brookhaven, East Hampton, Islip, North Hempstead, Oyster Bay, Southampton, Southold and Riverhead, New York – Approved Appraiser*
- *Nature Conservancy – Approved Appraiser*
- *The Trust for Public Land – Approved Appraiser*
- *Fordham University School of Law Continuing Legal Education, New York – Approved Instructor*
- *Approved Appraiser - U.S. Army Corp of Engineers.*
- *Expert Zoning Consultant – Expert reports prepared and/or testimony given in hearings before the Townships of Babylon, Huntington, Riverhead, Smithtown & Oyster Bay, New York; Villages of the Branch, Freeport, Lindenhurst, Lynbrook, New Hyde Park, Port Jefferson, Valley Stream & Westhampton Beach, New York; City of Long Beach, New York*
- *37+ years of experience appraising properties in the Long Island/Metro NY area*

### Education

New York State Certified General Appraiser: License #46-8631 – New York State has a mandatory program of continuing education for all licensed and certified appraisers. I have met these continuing education requirements.

Prior to the foregoing, my studies included.

- Gettysburg College, Gettysburg, Pennsylvania: B.A. in Business Management
- Commissioned Officer (Lieutenant) United States Army 1987 – Active-Duty Ordnance Officer 16th Ordnance Battalion, Aberdeen Proving Grounds, Aberdeen, Maryland; U.S. Army Reserves 1988-1995
- Numerous basic and advanced appraisal courses taken through the former Society of Real Estate Appraisers and currently through the Appraisal Institute
- Ongoing continuing education courses, seminars, and Appraisal Institute Courses

## *QUALIFICATIONS OF JOHN S. GOESS*

**(Continued)**

**Experience**

| | |
|---|---|
| 1988-1990: | Joseph J. Donovan Associates, Inc.<br>Commercial Property Appraisers |
| 1990-2006: | Vice President and Principal, Carl L. Todd Associates, Inc.<br>Real Property Appraisers & Consultants |
| 2005-Present: | Consultant to Lynch Appraisal, LTD. – Zoning & Valuation Matters |
| 2006-Present: | President and Principal, John S. Goess Realty Appraisal, Inc. |
| 2007-Present: | Consultant to Breslin Appraisal Company – Zoning Matters |

**Professional Affiliations**

Appraisal Institute #248819

I have completed and am current with the Standards and Ethics Education Requirements of the Appraisal Institute for Associate Members.

Past Member of the New York State Condemnation Conference

Boy Scouts of America – Assistant Scout Master

**Real Estate Appraisal/Consultation Services Provided For**

| | | | |
|---|---|---|---|
| Acquisition/Disposition | Estate Planning | Mortgage Purposes | Rental Negotiation |
| Condemnation | Tax Certiorari | Insurance Purposes | Market Surveys |
| Feasibility Studies | Zoning Matters | Casualty Loss Purposes | |

## HIGHLIGHT OF APPRAISED PROPERTIES ON LONG ISLAND

- Air National Guard Station, East Hills
- Amagansett Farms, 197 acres of Peconic Land Trust Property, Amagansett
- Babylon Cemetery, Babylon
- Benner Farm, East Setauket
- Beaver Dam Winter Sports Center (indoor ice rink), Mill Neck
- Champlain Creek, residential land in wetlands-buffered area (stream on site) – part of the headwaters of Champlain Creek, Islip Terrace
- Commander Oil Waterfront Terminal, Oyster Bay
- DEC – 50 acres of vacant residential and industrial zoned land, Flanders, and East Quogue & 400+ acres of multi-zoned land in Ridge, NY
- EAB Plaza Office Towers, Uniondale
- East Quogue School District – farmland for proposed school site, East Quogue
- Emanon Riding Stable, West Hempstead
- Emerald Estates, excess residential parcels outside of building envelopes, Greenlawn
- Exxon Gas Stations throughout Nassau and Suffolk Counties
- Flanders – NYSDOT – Route 24 drainage easements and road widening involving vacant land parcels situated within the Peconic Estuary
- Forrest City Daly – vacant acreage beneath the Roslyn Viaduct intended for development.
- Gyrodyne/Flowerfields - 326 contiguous acres with 19 structures totaling 246,828 sq.ft., St. James/Stony Brook (in 2002 and again in 2006)
- Knox School – 20 acres of vacant waterfront land, Nissequogue
- Li Tungsten (DEC Superfund site), Glen Cove
- Marinas, Glen Cove, New Suffolk
- Montauk Downs – 6 acres of residential vacant land involving ancient Native American burial. grounds
- New York Telephone Company (office buildings and leased land)
- Orowoc Creek, vacant residential and commercial parcels with wetlands, Islip
- Riverhead – vacant land situated within Pine Barrens Core area.
- Ross Institute Private K-12 School; Upper & Lower Campus East Hampton; Bridgehampton.
- Roosevelt Raceway Lands, Uniondale/Garden City
- Ruco Polymer Superfund site, Hicksville
- Waterfront commercial property/marina on Nautical Mile, Freeport
- Shelter Island vacant residential land/wetlands.
- Smoke Run Farm horse farm slated for building envelope retention and sale of development rights on balance of acreage, Stony Brook
- Southampton College Campus, Shinnecock Hills
- Southold Vineyards, North Road, Southold – development rights
- Spectacle Pond, valuation of upland area of site mostly covered by standing water, Nesconset.
- "Superblock" oceanfront acreage, City of Long Beach
- Swan River, vacant waterfront parcel, Patchogue
- Sweeney trailer park site, Lake Ronkonkoma
- TBG Cogen Partners (co-generation power plant), Bethpage
- Tri-Gen Power Plant, Uniondale
- Watson Avenue Wetlands, valuation of uplands portions of sites covered by standing water and/or wetlands vegetation, Babylon.

**Approved Appraisers** - below is a partial listing of entities which have approved and/or engaged our services:

- Brookhaven Township, NY – Department of Planning & Assessment Department
- Brandywine Senior Living Facilities.
- City of Glen Cove, NY
- City of Long Beach, NY
- Corp of Engineers; U.S Army.
- County of Suffolk, Department of Environment & Energy, Division of Real Property Acquisition & Management
- East Quogue School District, NY
- East Hampton Township, NY
- Deer Park School District, NY
- Greater Hempstead Housing Development Agency, Hempstead, NY.
- Islip Township, NY
- Law Firm – Ackerman & O'Brien – East Hampton, NY
- Law Firm - Forchelli, Curto, etal. – Mineola, NY
- Law Firm - Jaspan, Schlessinger, etal. – Garden City, NY
- Law Firm - Farrell, Fritz, etal. – Uniondale, NY
- Law Firm - Cullen & Dykman – Garden City, NY
- Law Firm – Cronin, Cronin & Harris, PC – Mineola, NY
- Law Firm - Dechert LLP – New York, NY
- Law Firm – Scher LLP – Garden City, NY
- Law Firm – Donald Pupke, Garden City, NY
- Law Firm – Herman, Katz, Cangemi & Clyne, LLC Garden City, NY
- Law Firm – Schroder & Strom, PC Mineola, NY
- Law Firm – Koeppel, Martone & Leistman, LLP – Mineola, NY
- Law Firm – Ruskin, Moscou & Faltischek, PC – Uniondale, NY
- Nassau County – Department of Assessment
- Nassau County – Department of Real Estate, Planning & Development
- Nassau County – Office of the County Attorney
- Nassau County – Office of Housing & Intergovernmental Affairs.
- Nassau University Medical Center (NUMC)
- Nature Conservancy
- New York State Department of Environmental Conservation
- New York State Department of Transportation
- North Shore School District
- Oyster Bay Township, NY
- Riverhead Township, NY
- Ross Institute – Private K through 12 Grade School – Bridgehampton & Southampton, NY
- Smithtown Township, NY
- Southampton Township, NY
- Southold Township, NY
- State University of New York at Stony Brook
- Suffolk County Water Authority
- Target Corporation
- The Trust for Public Land
- Town of Oyster Bay, NY
- Village of Floral Park, NY
- Village of Garden City, NY
- Village of Hempstead, NY
- Village of Lynbrook, NY
- Village of Valley Stream, NY

# ATTACHMENT C

**LAND AGREEMENT**

**between**

**COUNTY OF NASSAU**

**and**

**PECONIC LAND TRUST, INC.**

<u>Premises:</u>

<u>Approximately 144-Acre Parcel</u>:

| | |
|---|---|
| District | 600 |
| Section: | 41 |
| Block: | 1 |
| Lot: | 15 |
| Town: | Riverhead |
| County: | Suffolk |
| State: | New York |

## LAND AGREEMENT

This **LAND AGREEMENT** (this "**Agreement**"), made as of the date that this Agreement is last executed by the parties hereto (the "**Effective Date**"), by and between the **COUNTY OF NASSAU,** a municipal corporation located in the State of New York, having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "**County**" or "**Seller**"), and **PECONIC LAND TRUST, INC.**, a New York domestic not-for- profit corporation having an address at 296 Hampton Road, P.O. Box 1776, Southampton, NY 11969 ("**Purchaser**"). (The County and Purchaser are sometimes hereinafter collectively referred to as the "**Parties**" or individually as a "**Party**").

**WITNESSETH:**

WHEREAS, the property is located at 3186 Sound Avenue, Riverhead, NY 11901 (the "**Premises**"); and

WHEREAS, the Premises is comprised of approximately 144.7 acres of Land (as hereinafter defined) and is approximately 6,011,280 square feet (both acreage and square footage to be verified by survey) in size and is located along the northerly side of Sound Avenue slightly east of Horton Avenue in the Hamlet of Riverhead, Township of Riverhead, County of Suffolk, State of New York in accordance with the Suffolk County Tax Map attached hereto as Exhibit A; and

WHEREAS, the Purchaser is a 501(c)(3) nonprofit organization which since its establishment in 1983 has worked with landowners and communities to preserve nearly 14,000 acres of land including 6,000 acres of farmland, 3,300 acres of woodland 2,000 acres of wetlands and upland meadows and 1,700 acres of reduced density conservation; and

WHEREAS, the Purchaser is actively pursuing various funding sources for the acquisition of the Premises. These funding sources are earmarked for preservation opportunities to ensure the preservation of farmland in perpetuity for agricultural production, the continued existence of the 4-H Camp and other related programming, as well as the preservation of the shoreline and bluffs to promote climate resiliency and the woodland for habitat protection. The sources include but are not limited to the Suffolk County Farmland and Open Space Protection Funds, 2022 New York State Environmental Bond Act Funds, New York State Environmental Protection Fund and the Town of Riverhead Community Preservation Fund (the "Funds"); and

WHEREAS, the use of the Funds to acquire the Premises will require that the respective portions of the Premises that the Funds are applied will be perpetually preserved; and

WHEREAS, the Premises consists of a residential camp, farmland, woodland, bluffs, and contains frontage on the Long Island Sound; and

WHEREAS, the Premises is situated in the Town of Riverhead's "RA-80" Residential zoning district which permits agricultural production; and

WHEREAS, the Premises has been used for several decades by the Cornell Cooperative Extension of Nassau County ("**Cornell**") as the Dorothy P. Flint Nassau County 4-H Camp, including but not limited to being used year-round as an outdoor living/learning laboratory supporting the mission and programming of Cornell (the "**4-H Camp**"); and

WHEREAS, the 4-H Camp contains a building inventory of approximately 101 structures comprised of a mix of camp cabins, washrooms, meeting centers, dining halls, staff housing, barns, and craft barns (the "Camp Facilities) all of which need significant improvements due to age and limited availability of maintenance funding; and

WHEREAS, in addition to Cornell, the Premises is also utilized by other groups throughout the year including BOCES, ROTC, Rotary Youth Leadership and others for natural resource and environmental education, forestry projects, camping, animal therapy, equine programs, and other outdoor activities; and

WHEREAS, Cornell desires to enter into a long-term lease which will allow the Camp to obtain funding to repair and upgrade camp facilities; and

WHEREAS, it is the intent and desire of the Purchaser and Cornell that the 4-H Camp will continue to operate on the Premises pursuant to a lease, more fully referenced below in Paragraph 5, with Cornell for a term of years to continue to operate the 4H Camp at the Property; and

WHEREAS, approximately 42-acres (subject to verification by survey) of the Premises is being used as a working farm that produces vegetables, flowers, garlic, herbs, apples, honey, and chicken eggs as well as a horse barn, horse shelter, sheds, coops including poultry, sheep, goats and horses (the "**Farmland**"); and

WHEREAS, the Premises is a Regional Priority Conservation Project for Long Island listed in the 2016 New York State Open Space Conservation Plan, identified as a priority Open Space Acquisition by Suffolk County on its 2012 Master List, and is also listed in the Town of Riverhead's Community Preservation Project Plan; and

WHEREAS, the Premises is also included in the Long Island Sound Watershed Regional Conservation Partnership Program (LISW-RCP) area; and

WHEREAS, the Premises is adjacent to the Peconic Land Trust's 64.4-acre McQuade Preserve, as well as the 15.2-acre Town of Riverhead Sound Avenue Nature Preserve and an additional parcel of protected farmland; and

WHEREAS, the Purchaser is partnering with Suffolk County ("**Suffolk**") to create a conservation easement to be held by Suffolk on the Farmland which will extinguish residential development rights, keep the scenic viewshed intact, and ensure that the farmland is in active production; and

WHEREAS, the Purchaser desires to purchase the Premises from the County and continue to use the Farmland for agriculture uses, only and to utilize the 4-H Camp in accordance with Cornell's mission, including but not limited to its current camp use; and

WHEREAS, pursuant to the Nassau County Administrative Code §11-8, the County may sell real property for such consideration and upon such terms and conditions as the County Legislature may deem proper.

NOW, THEREFORE, in consideration of the covenants and restrictions and demands contained herein which are hereinafter set forth; to wit:

**WITNESSETH:**

1. PROPERTY. (a) Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter contained, (a) the parcel of land which is designated as District 600, Section 41, Block 1, Lot 15, located at 3186 Sound Avenue, Hamlet of Baiting Hollow, Town of Riverhead, County of Suffolk, State of New York, on the Suffolk County Land and Tax Map, and more fully described in Schedule A annexed hereto and made part hereof (the "**Land**"), (b) all buildings and improvements situated on the Land (collectively the "Buildings"), (c) all right, title and interest, if any, of Seller in and to any land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof, and all right, title and interest of Seller in and to any award made or to be made in lieu thereof and in and to any unpaid award for damages to the Land by reason of change of grade of any street; (d) the appurtenances and all the estate and rights of Seller in and to the Land and the Buildings, (e) all right, title and interest of Seller, if any, in and to the fixtures, equipment and other personal property attached or appurtenant to the Land and/or Buildings, including, without limitation, any strips or gores of land between the Land and abutting or adjacent premises that may appear on a survey of the Premises conducted by Purchaser; (f) all easements appurtenant to the Land if such easements exist, including but not limited to, privileges and rights of way and vehicle parking rights, if rights to such vehicle parking rights exist to Seller's benefit on the Premises, over adjoining premises inuring to the benefit of the Land, or the fee owner thereof, (g) all rights of use, air, mineral and subsurface rights, servitudes, licenses, tenements, hereditaments and appurtenances now or hereinafter belonging to the Land if same actually exist, (h) intentionally omitted (i) all licenses, permits, certificates of occupancy and other approvals issued by any state, federal or local authority relating to the use, maintenance or operation of the Premises, (j) all warranties or guarantees, if any, applicable to the Premises, to the extent such warranties and/or guarantees are assignable, (k) all tradenames, trademarks, service marks, logos, copyrights and good will relating to or used in connection with the operation of the Premises, and (l) all air rights (the Land, Buildings and all of the foregoing are, collectively, the "**Premises**"). Should the Purchaser desire to obtain a survey of the Premises, the procurement and preparation of such survey shall be at the sole cost and expense of the Purchaser.

2. PERMITTED ENCUMBRANCES. Seller shall convey and Purchaser shall accept fee simple title to the Premises in accordance with the terms of this Agreement, subject only to the

following (collectively, the "**Permitted Encumbrances**"):

(a) Any state of facts an accurate survey of the Premises would show, provided that such state of facts does not render title unmarketable; and

(b) All covenants, restrictions, easements, reservations and agreements of record; and

(c) All licenses and easements, if any, for public utilities and the rights of any utility company to maintain and operate lines, poles, cables and distribution boxes in, over and upon the Premises; and

(d) Encroachments of less than one (1') foot, if any, upon and affixations of less than one (1') foot, if any, to the Premises and/or the Buildings thereon, of walls, foundations or appurtenances of buildings located on adjoining property, as well as encroachments of less than one (1') foot, if any, of building walls, foundations or appurtenances, belonging to the Premises upon adjoining property, provided that with respect to encroachments belonging to the Premises upon adjoining property, Purchaser's title insurance company shall insure that such encroachments may remain so long as the walls, foundations or appurtenances which so encroach may stand;

(e) Any laws, codes, regulations or ordinances, requirements and construction preconditions (including, but not limited to zoning, building and environmental matters) as to the use, occupancy, subdivision or improvement of the Premises adopted or imposed by any governmental agency having jurisdiction, and all amendments and additions thereto now or which at Closing (as defined below in Paragraph 4) will be in force and effect and any violations of such laws, codes, regulations, ordinances, requirements and conditions other than those violations which Seller is obligated to cure under this Agreement; and

(f) Revocability or lack of right to maintain vaults, coal chutes, excavations or sub-surface equipment beyond the line of the Premises; and

(g) Consents by Seller or any former owner of the Premises for the erection of any structure or structures on, under or above any streets or roads in front of or adjoining the Premises; and

(h) The lien of real estate taxes, assessments, water and sewer charges and other charges of any kind or nature which are not due and payable prior to the Closing, subject to apportionment as provided for in this Agreement; and

(i) The standard preprinted exceptions, stipulations and exclusions from coverage contained in any certificate of title or title policy issued to Purchaser by any title company authorized to issue title insurance in the State of New York, to the extent same are not modified herein.

3. PURCHASE PRICE. (a) Purchaser shall pay to Seller for the Premises the sum of **TEN MILLION AND 00/100 DOLLARS ($10,000,000.00)** (hereinafter, the "**Purchase Price**"), to be paid as follows:

(i) Simultaneously with Purchaser's execution of this Agreement, Purchaser shall deliver the sum **of ONE HUNDRED THOUSAND DOLLARS AND 00/1000 ($100,000.00)** (to be held by the Seller in an interest-bearing account, in escrow until the Closing Date (as hereinafter defined in Paragraph 4) (the "**Deposit**" or the "**Down Payment**"). The Deposit shall be paid by bank or certified check payable to "County of Nassau" and is fully refundable for any reason or no reason. Any interest earned on the Deposit shall be paid to the same party entitled to the Deposit, and the party receiving such interest shall pay any income taxes thereon. In no event shall interest on the Down Payment be credited against the Purchase Price. If the sale of the Premises to the Purchaser is not approved by the County or the County is otherwise unable to perform its obligations under this Agreement, the County's sole liability shall be to return the Deposit to the Purchaser, without interest, whereupon this Agreement shall be null and void and of no further force and effect and neither party shall have any further liability to the other hereunder. For the sake of clarity, if the County is unable to perform its obligations under this Agreement and this Agreement is subsequently terminated by the County as a result thereof, County shall return the Deposit to the Purchaser. Nothing in the foregoing shall be deemed to prohibit Purchaser from maintaining an action for specific performance in the event of a willful default by Seller.

(iii) The sum of **NINE MILLION NINE HUNDRED THOUSAND AND 00/100 DOLLARS ($9,900,000.00)**, representing the balance of the Purchase Price to be paid upon the Closing (such term as defined below), to be paid by bank or certified check or wire transfer payable to "County of Nassau."

(b) The transfer of the Premises to the Purchasers shall be without cost or expense to the Seller. The Purchasers shall pay all recording fees, title premiums, transfer taxes and all other fees and expenses relating to the sale of the Premises.

4. CLOSING. The closing of title hereunder (the "**Closing**") shall take place no later than the date which is on or about one hundred and eighty (180) days following the execution of this Agreement by the Seller at the Seller's office at One West Street, Mineola, New York 11501, New York (the "**Closing Date**"). Notwithstanding the foregoing, the Closing Date may be extended at the mutual agreement of the Parties. Upon receipt of the balance of the Purchase Price, as aforesaid, Seller shall deliver an executed and acknowledged quitclaim deed for the Premises in statutory form for recording, sufficient to convey the fee simple title to the Premises. The deed shall contain a covenant by Seller as required by Section 13(5) of the New York Lien Law. For convenience, Seller may omit from the deed the recital of any or all of the "subject to" clauses herein contained and/or any other title exceptions, defects or objections which have been waived or consented to by Purchaser pursuant to and in accordance with this Agreement. . In the event that the Closing has not occurred within twelve (12) months from the Effective Date, then in such event Seller may terminate this Agreement on notice to the Purchaser (the "**Termination Date**"), and upon the return of the Down Payment neither party shall have any further rights or obligations hereunder. Notwithstanding the foregoing, the Parties may extend the Termination Date upon mutual agreement.

It is understood and agreed between the parties that the closing under this Contract is conditioned upon the simultaneous closing under an agreement with the County of Suffolk, as Purchasers of certain Development Rights on a portion of the Farmland ("**Related Contract**"). In the event the Related Contract is cancelled for any reason, this Contract shall also be cancelled. Upon receipt of the downpayment by Purchaser, neither party shall have any rights or obligations to the other.

5. The 4-H Camp shall continue to operate on the Property after Closing unless Cornell becomes defunct or otherwise no longer desires to operate the 4-H Camp. Within a reasonable time period subsequent to the Closing, Purchaser shall enter into a lease with Cornell for a term of years to continue to operate the 4H Camp on the Property. Such lease shall be substantially similar in form to the lease attached hereto as **Appendix A**. The provisions of this Section shall survive the termination of this Agreement.

6. MORTGAGES AND LIENS. If, at the Closing, the Premises are subject to any mortgage or mortgages, or lien or liens, other than that subject to which Purchaser has by this Agreement contracted to take title, the existence thereof shall not constitute a Title Objection (as defined in Paragraph 9 hereof) provided that such mortgage(s) or lien(s) are paid by Seller and instruments of satisfaction or discharge thereof are delivered at the Closing to be recorded at Seller's expense. At Seller's option, and upon reasonable prior notice, Purchaser shall advance from the cash balance of the Purchase Price an amount sufficient to pay said mortgage or mortgages, or lien or liens.

7. ADJUSTMENTS. It is understood between the Parties that there will be no adjustments at Closing, as Cornell currently covers the costs of taxes, water, electricity, and fuel.

9. TITLE OBJECTIONS. (a) A matter which: (i) renders title to the Premises unmarketable or uninsurable at standard title insurance rates, (ii) is not a Permitted Encumbrance, (iii) the Title Insurer, as chosen by Purchaser, (as hereinafter defined) refuses to insure, without additional premium, against collection out of or enforcement against the Premises, (iv) is not included in Paragraph 2 hereof, and (v) Purchaser does not waive in writing, is hereinafter referred to as a "**Title Objection**."

(b) Purchaser shall, within thirty (30) days from the Effective Date this Agreement, deliver to Seller's attorney an examination of title in respect of the Premises from a title company licensed or authorized to issue title insurance by the New York State Insurance Department or any agent for such title insurance company (the "**Title Insurer**"). Seller shall be entitled to adjourn the Closing for a reasonable period in order to remove any such Title Objection. The failure of Purchaser to deliver timely written notice of a Title Objection shall constitute a waiver by Purchaser of the Title Objection.

(c) If Seller shall be unable to convey title to the Premises at the Closing in accordance with the provision of this Agreement or if Purchaser shall have any other grounds under this Agreement for refusing to consummate the purchase provided for herein, Purchaser, nevertheless, may elect to accept such title as Seller may be able to convey with a credit against the monies payable at the Closing equal to the reasonably estimated cost to cure the same (up to the Maximum

Expense Amount described below), but without any other credit or liability on the part of Seller. If Purchaser shall not so elect, Purchaser, as its sole and exclusive remedy, may terminate this Agreement and the sole liability of Seller shall be to refund the Down Payment to Purchaser, together with any interest thereon. Upon such refund and reimbursement, this Agreement shall be null and void and the parties hereto shall be relieved of all further obligations and liability other than any arising under Paragraph 15 hereof. Seller shall not be required to bring any action or proceeding or to incur any expense in excess of the sum of $10,000.00 (the "**Maximum Expense Amount**") to cure any title defect or to enable Seller otherwise to comply with the provisions of this Agreement, but the foregoing shall not permit Seller to refuse to pay off at the Closing, to the extent of the monies payable at the Closing, any mortgages or liens on the Premises of which Seller has actual knowledge .

(d) The amount of any unpaid taxes, assessments, water charges and sewer rents, together with interest and penalties thereon to a date not less than two (2) business days after the Closing, and any other liens and encumbrances which Seller is obligated to pay and discharge or which are against corporations, estates or other persons in the chain of title, together with the cost of recording or filing any instruments necessary to discharge such liens and encumbrances of record, may be paid out of the proceeds of the monies payable at Closing if Seller delivers to Purchaser on the Closing Date official bills for such taxes, assessments, water charges, sewer rents, interest and penalties and instruments in recordable form sufficient to discharge any other liens and encumbrances of record. Upon request made at a reasonable time before the Closing, Purchaser shall provide at the Closing separate checks for the foregoing payable to the order of the holder of any such lien, charge or encumbrance. If the Title Insurer is willing to insure Purchaser that such charges, liens and encumbrances will not be collected out of or enforced against the Premises, and omit from policy, then Seller shall have the right in lieu of payment and discharge to deposit with the Title Insurer such funds or assurances or to pay such special or additional premiums as the Title Insurer may require in order to so insure. In such case the charges, liens and encumbrances with respect to which the Title Insurer has agreed to insure shall not be considered Title Objections.

10. At the Closing, Purchaser shall deliver a check or checks to the Title Insurer payable to the order of the appropriate recording officer of the county in which the deed is to be recorded in payment of the amount of the documentary stamps to be affixed to such deed in accordance with Article 31 of the Tax Law of the State of New York. Seller shall deliver copies of any required tax returns therefor executed by Seller. The above-mentioned check shall be a certified or official bank check. Purchaser shall sign and swear to any such true and complete tax returns and cause the Title Insurer to deliver the check or checks and the return or returns to the appropriate officer promptly after the Closing.

11. Franchise or other similar taxes against any owner or others in the chain of title shall not constitute a Title Objection and shall not give Purchaser the right to reject title by reason thereof if the Title Insurer shall agree to insure without additional premium that such taxes will not be collected out of or enforced against the Premises and omit from policy.

12. Purchaser acknowledges and represents to Seller that neither Seller nor any agent

or representative of Seller has made any statements or representations regarding the physical condition of the Premises, its zoning, its compliance with any environmental or occupational protection, pollution, subdivision or land use laws, rules, regulations or requirements, the state of title, the uses which can be made of the same, or the rents, income, expenses, operation or any other matter or thing affecting or relating to the Premises, or to any buildings or improvements thereon erected, except as expressly set forth in this Agreement and the Schedules annexed hereto. Purchaser is purchasing the Premises in its "**AS IS**" condition as of the date of this Agreement. All understandings and agreements heretofore had between the parties or their respective agents or representatives are merged in this Agreement and the Schedules annexed hereto which together fully and completely express their agreement. This Agreement has been entered into after full investigation; neither party is relying upon any statement or representation by the other unless embodied this Agreement and the Schedules annexed hereto. Without limiting the provisions of this Paragraph 12, and notwithstanding anything to the contrary contained in this Agreement, Purchaser hereby releases Seller and (as the case may be) Seller's officer, employees, and agents from any and all claims, demands, causes of actions, losses, damages, liabilities, costs and expenses (including attorney's fees, whether the suit is instituted or not), whether known or unknown, liquidated or contingent, arising from or relating to (i) any defects (patent or latent), errors or omissions in the design or construction of the Premises, whether same are the result of negligence or otherwise, or (ii) the existence of any conditions, including environmental and other physical conditions, affecting the Premises, whether same are the result of negligence or otherwise.

13. BROKERS. Purchaser represents to Seller that Purchaser did not negotiate with any brokers in connection with this transaction. Purchaser hereby agrees to indemnify, defend and hold Seller free and harmless from and against any and all claims, losses, liabilities, costs and expenses (including reasonable attorneys' fees and disbursements) resulting from any claim that may be made against Seller by any broker, or any other person claiming a commission, fee or other compensation by reason of this transaction, if the same shall arise by, through or on account of any alleged act of Purchaser or Purchaser's representatives. Seller represents to Purchaser that Seller did not negotiate with any brokers in connection with this transaction. Seller hereby agrees to indemnify, defend and hold Purchaser free and harmless from and against any and all claims, losses, liabilities, costs and expenses (including reasonable attorneys' fees and disbursements) resulting from any claim that may be made against Purchaser by any other broker, or any other person claiming a commission, fee or other compensation by reason of this transaction, if the same shall arise by, through or on account of any alleged act of Seller or Seller's representatives. The provisions of this Paragraph 13 shall survive the Closing, or if the Closing does not occur, the termination of this Agreement.

14. PERSONAL PROPERTY, FIXTURES, EQUIPTMENT. Seller represents and warrants that at the time of the Closing all fixtures, equipment and personal property included in this sale, if any, will be owned by Seller, to the extent not owned by Cornell. All fixtures, equipment and personal property attached or appurtenant to or used in connection with the Premises are included in this sale in their "**AS IS**" condition as of the date of this Agreement. Seller covenants and agrees that, between the date of this Agreement and the Closing, no fixtures, equipment or personal property included in this sale shall be removed from the Premises unless the same are replaced with similar items of at least equal quality prior to such time.

15. DEFAULT BY PURCHASER. In the event of a default by Purchaser hereunder, Seller's sole remedy shall be to retain the Down Payment, together with any interest thereon, as liquidated damages, it being agreed that Seller's damages in case of Purchaser's default might be impossible to ascertain and that the Down Payment constitutes a fair and reasonable amount of damages under the circumstances and its not a penalty, in which event this Agreement shall terminate and neither party shall have any further rights or obligations hereunder except as otherwise set forth in this Agreement.

16. NOTICES. (a) Any demand, request, consent or other notice given or required to be given under this Agreement shall be deemed to have been duly and sufficiently given only if in writing and sent as follows:

(i) by personal delivery with proof of delivery (any notice so delivered shall be deemed to have been received at the time so delivered);

(ii) by Federal Express (or other similar overnight courier) designating priority delivery (any notice so delivered shall be deemed to have been received on the next business day following receipt by the courier); or

(iii) by United States registered or certified mail, return receipt requested, postage prepaid (any notice so delivered shall be deemed to have been received on the third (3rd) business day after the delivery of any such notice to the United States Postal Registry Clerk);

(b) All notices shall be addressed to the parties at the following addresses:

To Seller: Nassau County
Office of Real Estate Services
One West Street
Mineola, New York 11501

Attention: Mr. Kevin C. Walsh, Chief Real Estate Negotiator and Special Counsel

Telecopy Number: (516) 571-3986

with a copy to:

Nassau County

Office of the County Attorney

One West Street

Mineola, New York 11501

Attention: Patrick R. Gallagher, Esq.

To Purchaser:

Peconic Land Trust

296 Hampton Road

P.O. Box 1776

Southampton, NY 11969

with a copy to:

Wright & Gibbons PLLC

Att. Heather A. Wright, Esq.

48H Main Street

Westhampton Beach, NY 11978

(c) Either Party may, by notice given pursuant to the provisions of this Paragraph 16, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses, for its notices, but notice of a change of address shall only be effective upon receipt.

17. <u>BANKRUPTCIES AND JUDGMENTS</u>. If a search of the title discloses judgments, bankruptcies or other returns against other persons having names the same as or similar to that of Seller, Seller shall on request deliver to Purchaser an affidavit in form reasonably acceptable to the Title Insurer showing that such judgments, bankruptcies or other returns are not against Seller so that the title company will omit said item. Seller will deliver such documents and information as Purchaser's title insurance company may reasonably require to insure marketable title.

18. SURVIVABILITY. Except as otherwise expressly provided to the contrary in this Agreement, no representations, warranties, covenants or other obligations of Seller set forth in this Agreement shall survive the Closing, and no action based thereon shall be commenced after the Closing.

19. PERFORMANCE. The delivery and acceptance of the deed at the Closing, without the simultaneous execution and delivery of a specific agreement which by its terms shall survive the Closing, shall be deemed to constitute full compliance by Seller with all of the terms, conditions and covenants of this Agreement on Seller's part to be performed.

20. FOREIGN PERSONS. Seller represents to Purchaser that Seller is not a "foreign person", as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("**IRC**") Section 1445, as amended, and the regulations promulgated thereunder (collectively "**FIRPTA**"). At the Closing, Seller shall deliver to Purchaser a certification stating that Seller is not a foreign person, which certification shall be in the form then required by FIRPTA. If Seller fails to deliver the aforesaid certification or if Purchaser is not entitled under FIRPTA to rely on such certification, Purchaser shall deduct and withhold from the purchaser price a sum equal to 15% thereof (or any lesser amount permitted by law) and shall at Closing remit the withheld amount with the required forms to the Internal Revenue Service.

21. (a) In addition to the other items referred to in this Agreement, Seller shall make the following deliveries to Purchaser on the Closing Date:

(i) An ordinance of the Nassau County Legislature authorizing the sale and delivery of the deed as required by law; and

(ii) such other documents, instruments and agreements which are reasonably necessary or appropriate in order to consummate the transactions contemplated hereby.

(b) In addition to the other items referred to in this Agreement, Purchaser shall make the following deliveries to Seller on the Closing Date:

(i) if requested by the Title Insurer or reasonably requested by Seller, a resolution of Purchaser's Board authorizing the purchase of the Premises, together with a certificate by the secretary or other appropriate Board member of Purchaser certifying such resolution;

(ii) the Purchaser's Certificate of Incorporation and a certificate of the New

York State Department of State evidencing that the Purchaser is a corporation in good standing in the State of New York; and

(iii) such other documents, instruments and agreements which are reasonably necessary or appropriate in order to consummate the transactions contemplated hereby.

22. CONDEMNATION. Seller represents and warrants that Seller has no knowledge of pending or, to the best of its knowledge, contemplated condemnation proceedings affecting the Premises or any part thereof as of the date hereof.

23. ASSIGNMENT. Purchaser may not assign its rights and obligations hereunder without the prior written consent of Seller, except to an affiliated entity, and any purported assignment without such consent shall be null and void. Notwithstanding the foregoing, Purchaser may assign the Contract to Cornell.

24. ENTIRE AGREEMENT. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, including, but not in any way limited to, any prior communications between the parties, are merged into this Agreement. This Agreement may not be modified or terminated orally or in any manner other than by an agreement in writing signed by duly-authorized representatives of all parties hereto or their respective successors in interest.

25. CONSENT TO JURISDICTION AND VENUE, GOVERNING LAW. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement and the Schedules annexed hereto (a) shall be governed by and construed in accordance with the laws of the State of New York and (b) shall be given a fair and reasonable construction in accordance with the intentions of the parties hereto. For purposes of construction of this Agreement, provisions which are deleted or crossed out shall be treated as if never included herein. BOTH PURCHASER AND SELLER HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

26. APPROVALS. This document is not an offer by Seller, and under no circumstances shall this Agreement have any binding effect upon Purchaser or Seller unless and until (i) duly-authorized representatives of Purchaser and Seller shall each have executed the same and delivered executed counterparts hereof to each other and (ii) Seller has obtained all requisite approvals, including, without limitation, approval by the Nassau County Legislature.

27. SEVERABILITY. If any provision of this Agreement is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement and the

applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

28. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, taken together, shall constitute but one and the same instrument.

29. The warranties, representations, agreements and undertakings contained herein shall not be deemed to have been made for the benefit of any person or entity other than the parties hereto.

30. Purchaser covenants and agrees that in no event will Purchaser record or cause to be recorded this Agreement or any memorandum hereof or affidavit, assignment or other document relating to this Agreement and that if Purchaser breaches the provisions of this Paragraph, Seller shall have the option of terminating this Agreement and retaining the Down Payment as Liquidated damages in addition to any other rights that Seller may have.

31. REMEDIES. If Seller is unable to transfer title to Purchaser in accordance with this Agreement, Seller's sole obligation shall be to refund to Purchaser the Down Payment together with any interest thereon, after which neither party shall have any rights or obligations to the other and this Agreement shall be null and void except as otherwise provided in this Agreement.

32. WAIVER. No failure or delay of either party in the exercise of any right given to such party hereunder or the waiver by any party of any condition hereunder for its benefit (unless the time specified herein for exercise of such right, or satisfaction of such condition, has expired) shall constitute a waiver of any other or further right nor shall any single or partial exercise of any right preclude any other or further exercise thereof or any other right. The waiver of any breach hereunder shall not be deemed to be waiver or any other or any subsequent breach hereof.

33. PREVAILING PARTY CLAUSE. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs thereof, including, without limitation, reasonable attorneys' fees and disbursements for services rendered in connection with such litigation (including appellate proceedings and post judgment proceedings).

34. If the payment made on account of the Down Payment is by check, and if such check fails collection in due course, Seller, at its option, may declare this Agreement null, void and of no force and effect, and may pursue its remedies against Purchaser upon such check or in any other manner permitted by law, such remedies being cumulative.

35. Each Party hereto agrees to take such acts and to execute, deliver and file or cause to be executed, acknowledged, delivered, recorded, or filed such further documents and instruments as may be necessary or as may be reasonably requested in order to fully effectuate the matters and transactions contemplated by this Agreement.

36. SUCCESSORS AND ASSIGNS. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

37. NO ARREARS. Purchaser and any permitted assignee of Purchaser are not in arrears to Seller upon any debt or contract and are not in default as surety, contractor, or otherwise upon any obligation to Seller, including any obligation to pay taxes to, or perform services for or on behalf of, Seller.

38. CONDITIONS AND CONTINGENCY WAIVER. Anything to the contrary contained herein notwithstanding, any contingency or other condition to this Agreement, or failure by Seller hereunder, may be waived by Purchaser and Purchaser may elect to take title subject thereto.

39. CASUALTY. In the case of fire or other casualty affecting the Premises or any part thereof, Purchaser may waive all rights under Section 5-1311 of the General Obligations Law of the State of New York.

40. DUE DILIGENCE. The Parties have agreed to certain terms and conditions (the "**Due Diligence Letter**") pursuant to which the County allows the Purchaser to have access to the Premises for the purpose of conducting certain due diligence activities in connection with the Purchaser's purchase of the Premises (A copy of the Due Diligence Letter is annexed hereto as **Appendix B**). The term of the Due Diligence Letter expires ninety (90) days after the Effective Date of this Agreement (the "**Due Diligence Period**"). If the findings resulting from the Purchaser's due diligence review in conformance with the Due Diligence Letter determine that the Premises are not suitable for the Purchaser's purpose, the Purchaser shall notify the County within ten (10) days of the expiration of the Due Diligence Period. In that event, this Agreement shall be deemed cancelled. The Due Diligence Letter is hereby incorporated by reference into this Agreement.

41. **SELLER'S REPRESENTATION.** Seller makes the following representations:

a. The Premises abut or have a right of access to a public road;

b. Seller is the sole owner of the Premises and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this contract;

c. The Premises are not affected by any exemptions or abatements of taxes;

d. Seller has no knowledge of, nor has Seller received any notice of, any pending or threatened litigation affecting the within Premises;

e. Seller has no knowledge of, nor has Seller received any notice of any pending or threatened increase in the real property tax assessment affecting the within Premises;

f. Seller has no knowledge of, nor has Seller received notice of, the existence of any toxic or hazardous materials on the within premises, as the same may be defined applicable in federal, state, or local laws, rules, and regulations regulating environmentally hazardous substances (Environmental Laws) and Seller has not placed on the Premises, nor will Seller place on the premises before closing, any substance or substances which would constitute a violation of any one or more Environmental Laws.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the date on which this Agreement is executed by Nassau County.

**PECONIC LAND TRUST INC.**

By: [signature]
Name: Matthew J. Swain
Title: Vice President
Date: 4/22/26

**COUNTY OF NASSAU**

By: ______________________
Name:
Title: Deputy County Executive
Date: ______________________

STATE OF NEW YORK )
)ss.:
COUNTY OF SUFFOLK )

On the 22 day of April in the year 2026 before me, the undersigned, personally appeared Matthew J. Swain, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Melanie A. Tebbens

NOTARY PUBLIC

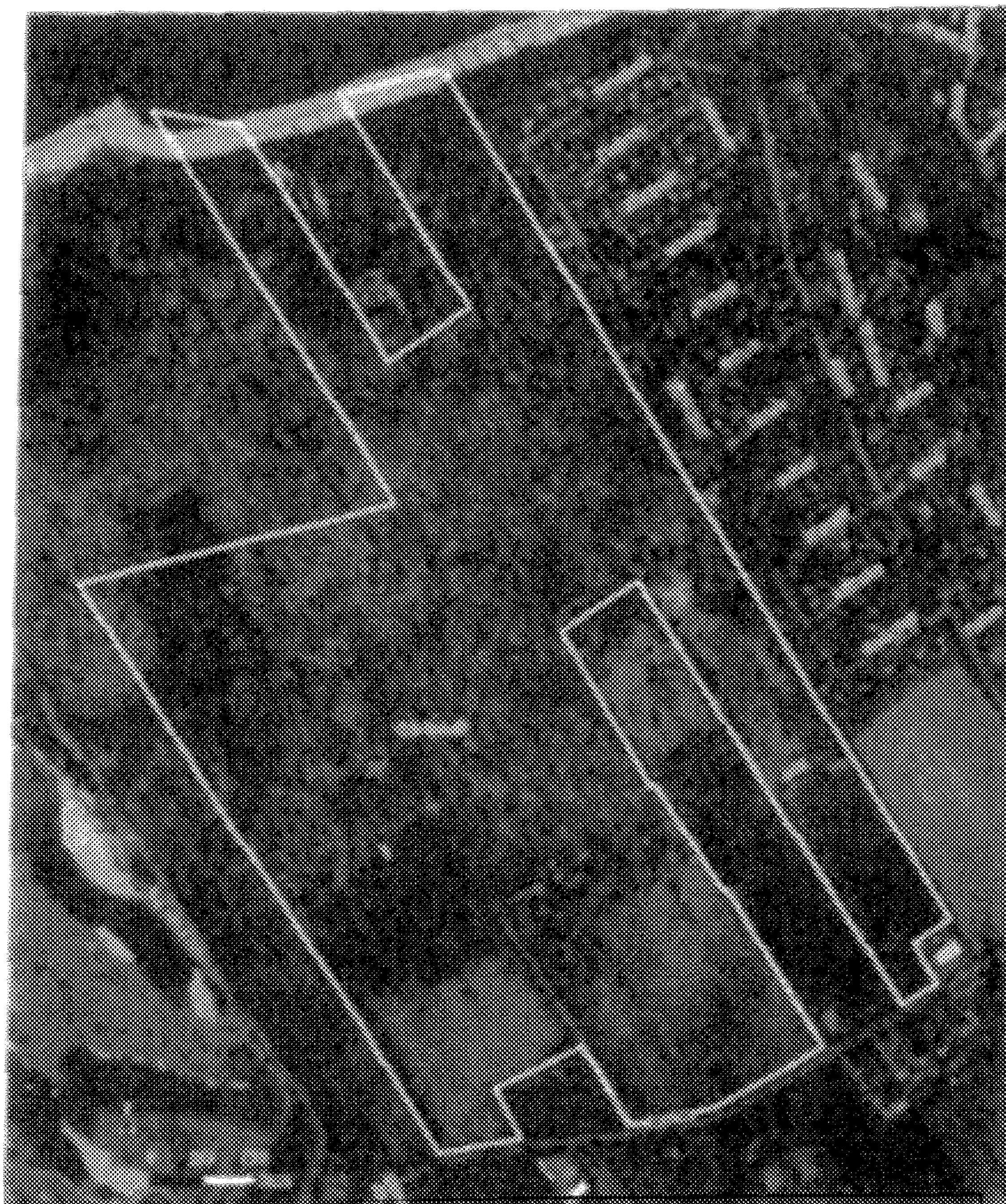
MELANIE A TEBBENS
Notary Public - State of New York
NO. 01TE[illegible]
Qualified in Suffolk County
My Commission Expires Apr 4, 2027

**County of Nassau's Acknowledgement:**

STATE OF NEW YORK )
)ss.:
COUNTY OF NASSAU )

On the ____ day of ________ in the year 2026 before me personally came Bruce A. Blakeman to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 205 of the County Government Law of Nassau County.

______________________________
NOTARY PUBLIC



**Peconic Land Trust**
296 Hampton Road / PO Box 1776
631- 283 - 3195
Prepared by: Thomas Corcoran
Prepared on: 4/24/2026
www.PeconicLandTrust.org

# 4H Camp - Exhibit A
## Town of Riverhead, NY

SCTM#: 600-41-1-15
Acreage: 145.5 Acres
Aerial Year: 2024

## Appendix A

**Form Lease**

THIS INDENTURE OF LEASE, dated as of the ___ day of __________, 20__between PECONIC LAND TRUST, INCORPORATED, 296 Hampton Road, PO Box 1776, Southampton, New York 11969 hereinafter referred to as "Lessor" and CORNELL COOPERATIVE EXTENSION OF NASSAU COUNTY, 5 Old Jericho Turnpike, Jericho, New York 11753, hereinafter referred to as "Lessee".

WITNESSETH:
Lessor and Lessee hereby agree to enter into an Indenture of Lease until such time as title to all or a mutually agreed upon portion of the Premises can be transferred to Lessee as follows:

SECTION 1: PREMISES

Lessor hereby leases unto Lessee and Lessee hereby hires from Lessor the ± 140 acre property known as the 4H Camp, located at 3186 Sound Avenue, Baiting Hollow, Town of Riverhead, County of Suffolk, State of New York, and further identified as SCTM# **600-41-1-15** as shown on Exhibit A (hereinafter sometimes referred to as "the Premises" or "the Demised Premises").

SECTION 2: TERM AND RENT

TO HAVE AND TO HOLD the Demised Premises, as follows:

A. The term of this lease shall commence on __________, 2026 (the "Commencement Date") (*the date of Lessor's acquisition of property*) and expire on ________________, 2029.

B. The term of this lease shall be three (3) years from the Commencement Date. The Lease will be automatically renewed for one (1) year until such time that Lessee acquires title to all or a portion of the Premises.

C. Rental rate will be $10.00 (ten dollars) per annum. No security deposit will be collected.

SECTION 3: USE AND OPERATION

A. Lessee shall use and occupy the Demised Premises as and for the following uses subject to and in accordance with all rules, regulations, laws, ordinances, statutes and requirements of all governmental authorities:

(i) continued operation of the 4H Summer Camp and continued use of the property year-round as an outdoor living/learning laboratory supporting Lessee's mission and programming, including but not limited to use by BOCES, ROTC, Rotary Youth Leadership and others for natural resource and environmental education, forestry projects, camping, animal therapy, equine programs and other outdoor activities; and

(ii) for the cultivation and harvesting of bees, honey, row crops, flowers, orchards, grains and livestock including equestrian uses in accordance with State and Suffolk County agricultural district parameters.

Additional uses and activities shall require advance written permission from Lessor.

B. At all times, the Lessee shall follow sound agricultural practices (such as those acknowledged and recommended by Cornell Cooperative Extension, the Northeast Organic Farming Association-NY, the USDA or other accredited agricultural agency or institution) in using the Premises to minimize erosion, the loss of topsoil and to build up the organic matter in the soil. These practices include, but are not limited to, planting cover crops when resting land and at the end of the growing season for soil stabilization, utilizing grass strips where needed, grass waterways, minimizing cultivation, and replacement of topsoil with soil of equal quality if plant material is ever removed. If Lessee chooses not to plant a cover crop by October 1st of the growing season, or by a date mutually agreed to by Lessor and Lessee, Lessor has the right to plant a cover crop at the Lessee's expense which expense shall be additional rent under this Lease and payable by lessee on demand from Lessor.

C. Lessee covenants that the working, storage, digging or packaging of material, shall only be conducted, and the storage of related equipment shall only occur, on a temporary basis, in accordance with sound agricultural practices.

D. Lessee shall at its own cost and expense, secure any governmental licenses or permits required for the proper and lawful conduct of Lessee's uses and activities carried on at the Demised Premises at Lessee's expense.

E. Lessee covenants and agrees it will not use or permit to be used the Demised Premises in any way which will injure the reputation of the same; nor permit noise, or obnoxious odors or permit the use of microphones, loudspeakers, or other noise or sound projecting or emitting equipment outside of the Demised Premises.

F. To the extent the Premises or any portion thereof are encumbered by a Deed of Conservation Easement or Deed of Development Rights at the time the lease commences, Lessee agrees to abide by all terms of such encumbrances. Lessor shall provide copies of any such agreements to Lessee prior to commencement of the term of this Lease, or as such agreements shall be made against the Demised Premises.

SECTION 4:

A. TAXES

Lessee shall pay, during the term of this Lease, the real property taxes and special taxes and assessments (collectively, the "taxes") attributable to the Premises and accruing during the Lease term. Lessee shall pay to Lessor said taxes upon demand but in no event later than ten (10) days after receipt of Lessor's demand for payment of such taxes.

B. OPERATING EXPENSES

The Lessor shall have no obligation to provide any services, perform any acts or pay any expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises, and Lessee hereby agrees to pay one hundred percent (100%) of any and all Operating Expenses as hereafter defined for the entire term of the Lease and any extensions thereof in accordance with specific provisions herein set forth. The term Operating Expenses shall include all costs to Lessor of operating and maintaining the Demised Premises and related parking areas, and shall include without limitation, real estate and personal property taxes and assessments, heating, electricity, water, waste disposal, septic system, lawn care, snow removal repairs repaving security insurance the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses and all other direct operating costs of operating and maintaining the Demised Premises, unless expressly excluded from Operating Expenses.

Operating Expenses shall not include interest and principal payments or mortgages and other debt costs, any cost or expense (or portion thereof) for which Lessor is reimbursed, whether by insurance or otherwise.

SECTION 5: EXISTING BUILDINGS

It is understood and agreed that all buildings, furnishings, improvements, facilities, systems and other property heretofore erected or placed upon the Demised Premises by the Lessee or which may hereafter be erected or placed thereon by the Lessee, are the sole property of the Lessee and the Lessee shall not lose Lessee's right, title and interest therein. Accordingly, Lessee acknowledges and agrees that Lessor shall have no obligations or responsibilities with respect to the repair, maintenance, restoration or rebuilding thereof.

It is further mutually covenanted and agreed by and between the parties hereto, that the Lessee, at the end of the term herein granted, or any renewal or extended period thereof, may within ninety (90) days thereafter remove and carry away all buildings, furnishings, improvements, facilities, systems and alterations hereto or hereafter made by the Lessee upon the said Premises provided, however, that the Lessee shall not remove trees or shrubbery to facilitate such removal, without the prior written consent of the Lessor. Lessee shall be responsible for any substantial damage to trees, woodland or shrubbery resulting from Lessee's removal of such buildings, furnishings, improvements, facilities, systems and alterations.

Lessee shall have the right to demolish and remove Lessee's buildings and structures during the term of the Lease. Lessee shall obtain all required permits and approvals for such demolition and Lessee shall be responsible for any damage to trees, shrubbery or woodland resulting from the demolition or removal of Lessee's buildings and structures. Lessee shall not remove trees, shrubbery or woodland when removing buildings or structures without the prior written consent of Lessor.

SECTION 6: INSURANCE

A. Lessee covenants to provide on or before the commencement of the Lease Term and to keep in force during the Lease Term: (i) a policy of fire and extended coverage insurance with vandalism and malicious mischief endorsements, coverage with respect to increased costs due to building ordinances, demolition coverage, and boiler and machinery insurance in each case to the extent of at least 100% of full replacement value; (ii) commercial general liability insurance relating to the Demised Premises and all structures, improvements and appurtenances with per occurrence limit with minimum limits of liability in the amount of Two Million ($2,000,000.00) Dollars for bodily injury, personal injury or death to more than one person and damage to property; (iii) abuse and molestation coverage with minimum limit of liability in the amount of One Million ($1,000,000.00) per occurrence; (iv) Workers' Compensation insurance as required by the State of New York, with Statutory Limits, and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease and (v)$5,000,000 Umbrella Policy.

B. Original policies thereof to be delivered to Lessor naming Lessor as additional insured, in default of which, Lessor may procure such insurance at the cost and expense of the Lessee to be deemed additional rental hereunder, payable on demand. Lessee agrees to deliver to Lessor at least fifteen (15) days prior to the time such insurance is first required to be carried by Lessee, and thereafter at least fifteen (15) days prior to the expiration of any such policy, certificates of insurance and true copies of all policies procured by Lessee in compliance with its obligations hereunder, together with evidence of payment therefore and including an endorsement which states that such insurance may not be cancelled except upon thirty (30) days written notice to Lessor and any designee(s) of Lessor. All of the aforesaid insurance shall be issued in the name of Lessee and naming Lessor as their interests may appear, and shall be written by one or more responsible insurance companies satisfactory to Lessor; all such insurance may be carried under a blanket policy covering the Premises and any other of Lessee's premises and shall contain endorsements that (1) such insurance may not be cancelled or amended with respect to Lessor or its designee(s) except upon thirty (30) days written notice as provided herein to Lessor and such designee(s) by the insurance; (2) Lessee shall be solely responsible for payment of premiums and that Lessor or its designee(s) shall not be required to pay any premiums for such insurance;(3) in the event of payment of any loss covered by such policy, Lessor or its designee(s) shall be paid first by the insurance company for its loss, if any. The minimum limits of the comprehensive general liability policy of insurance shall in no way limit or diminish Lessee's liability under Section 15 hereof. Lessee shall also procure and maintain a policy of property insurance to protect Lessee's personal property.

C. All insurance provided in this Section 6 shall be affected under valid and enforceable policies issued by insurers of recognized responsibility that are licensed to do business in the state of New York.

SECTION 7: FIRE INSURANCE RATE AND REQUIREMENTS

A. Lessee agrees, at its own cost and expense, to comply with the rules and regulations of the NewYork Property Insurance Underwriting Association or similar body having jurisdiction over the Premises. If, at any time and from time to time, as a result of or in connection with any failure by Lessee to comply with the foregoing sentence or any act of omission or commission by Lessee, its employees, agents contractors or licensees, the fire insurance rate(s) applicable to the Demised Premises, and/or to the contents in any or all of the aforesaid properties (including rent insurance relating thereto) shall be higher than that which would be applicable for the type of occupancy demised therein, Lessee will pay to Lessor, on demand, as Additional Rental such portion of the premiums for fire insurance policies in force with respect to the aforesaid properties including rent insurance relating thereto) and the contents of any occupant thereof as shall be attributable to such higher rate(s). If Lessee installs any electrical equipment that overloads the lines in the Demised Premises or the buildings on the Demised Premises, Lessee shall, at its own cost and expense, promptly make whatever changes are necessary to remedy such condition and to comply with all requirements of the Lessor and the New York Property Insurance Underwriting Association and any similar body and any governmental authority having jurisdiction thereof. For the purposes of this paragraph, any finding or schedule of the New York Property

Insurance Underwriting Association having jurisdiction thereof shall be deemed to be conclusive.

B. In the event that this Lease so permits and Lessee engages in the preparation of food or packaged foods or engages in the use, sale or storage of inflammable or combustible material, Lessee shall install chemical extinguishing devices (such as Ansul) approved by the New York Property Insurance Underwriting Association and shall keep such devices under service as required by such organization.

C. If gas is used at the Premises, Lessee shall install gas cut-off devices as provided by Code.

SECTION 8: CONDEMNATION

A. Total or Substantial Partial Condemnation: If the whole of the Premises shall be taken for any public or any quasi-public use under any statute or by right of eminent domain, or by private purchase by any governmental authority in lieu thereof, then this Lease shall automatically terminate as of the date that title shall be taken. If so much of the Premises shall be taken as in both Lessor's and Lessee's reasonable opinions to render the remainder thereof unusable for the purposes for which the Premises were leased, either Lessor or Lessee shall have the right to terminate this Lease on thirty (30) days' notice to the other given within ninety (90) days after the date of such taking. In the event that this Lease shall terminate or be terminated, the Rental(s) shall, if and as necessary, be equitably adjusted.

B. Partial Taking Where Lease Unaffected: If any part of the Premises shall be so taken and this Lease shall not terminate or be terminated under the provisions of paragraph "A" hereof, then the Fixed Annual Rental shall be equitably apportioned according to the demised space so taken, and Lessor shall, at its own cost and expense, restore the remaining portion of the Premises, and shall make all repairs to the Premises to the extent necessary to constitute the remaining portion of the Premises a complete architectural unit, provided that the cost thereof shall not exceed the net proceeds of the condemnation award actually received and retained by Lessor.

C. Disposition of Proceeds: All compensation awarded for any taking (or the proceeds of private sale under threat thereof) whether for the whole or a part of the leased Premises shall be the property of Lessor, whether such award is compensation for damages to Lessor's or Lessee's interest in the leased Premises, and Lessee hereby assigns all of its interest in any such award to Lessor; provided, however, Lessor shall have no interest in any award made to Lessee for the taking of Lessee's fixtures or personal property at the

Premises and any relocation or moving expenses if a separate award for such items is made to Lessee.

D. Separate Claim: Nothing herein shalal be deemed to prohibit Lessee from making a separate claim against condemnor, to the extent permitted by law, for the value of Lessee's movable fixtures, machinery, equipment and moving expenses, provided that the making of such claim shall not and does not diminish Lessor's award.

SECTION 9: LESSOR'S LIABILITY

There shall be no liability on the part of the Lessor for any damage or injury to any property, fixtures, furniture or decorations or to any person or persons at any time at the Demised Premises, by reason of steam, gas, electricity, water, rain or snow, which may escape, leak or seep into, issue or flow from any part of the Demised Premises, or from the pipes or plumbing of any building, or from the street or cellar or sub-surface, or from any other place or quarter, and the Lessee hereby agrees to hold the Lessor harmless in any of the foregoing respects. Nothing contained herein, however, shall be deemed to exempt Lessor from its own acts of negligence or willful misconduct.

SECTION 10: ENTRY TO PREMISES BY LESSOR

Entry to Premises by Lessor: Lessor shall have the right to enter the Premises at all reasonable times for the purpose of: (a) inspecting the same, and (b) making any repairs to the Premises and performing any work therein that may be necessary by reason of Lessee's default under the terms of this Lease continuing beyond the applicable notice and period of grace, and (c) exhibiting the Premises for the purposes of sale, ground lease, or mortgage and (d) exhibiting the Premises to prospective Lessees. Nothing in this Lease shall imply any duty on the part of Lessor to do work which, under any of the provisions of this lease Lessee may be required to perform, and the performance thereof by Lessor shall not constitute a constructive eviction or a waiver of Lessee's default.

SECTION 11: COVENANT AGAINST LIENS

Lessee shall not do any act, or make any contract that may create or be the foundation for any lien or other encumbrance upon any interest of Lessor or any ground or underlying Lessor. If, because of any act or omission (or alleged act or omission) of Lessee, any mechanic's or other lien, charge or order for the payment of money or other encumbrance shall be filed against Lessor and/or any ground or underlying lessor (whether or not such lien, charge, order or encumbrance is valid or enforceable as such), Lessee shall, at its own cost and expense, undertake same to be discharged of record or bonded within forty-five (45) days after notice to Lessee of the filing thereof: and Lessee shall indemnify and save harmless Lessor and all ground and underlying lessor(s) against and from all reasonable costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees resulting therefrom. If Lessee fails to comply with the foregoing provisions, Lessor shall have the option on ten days prior notice to Lessee of discharging or bonding any such lien, charge, order or encumbrance, and Lessee agrees to reimburse Lessor for all reasonable costs, expenses and other sums of money in connection therewith (as Additional Rent) with interest thereon promptly upon demand. All material men, contractors, artisans, mechanics, laborers and any other persons now or hereafter contracted with Lessee for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Demised Premises, at any time from the date hereof until the end of the Demised Term, are hereby charged with notice that they must look exclusively to Lessee to obtain payment for same and Lessee shall so advise said workmen prior to the work commencing.

SECTION 12: LESSEE'S ADDITIONAL AGREEMENTS

1. Affirmative Obligations:
Lessee agrees, at its own cost and expense to:

A. Keep the Premises in a neat and clean condition.

B. Promptly comply with all laws, ordinances, rules and regulations of governmental authorities, including zoning laws and building codes and insurance underwriters, and any other organization exercising similar functions, affecting the Demised Premises. Lessee shall be obligated to comply with any such laws, ordinances, rules or regulations and to make any changes of any nature whatsoever in or to the Demised Premises in order that the Demised Premises comply with such laws, ordinances, rules or regulations.

C. Pay when and as due all license fees, permit fees and charges of a similar nature for the conduct by Lessee or any concessionaire or sublessee of any business or undertaking authorized hereunder to be conducted in the Premises.

D. Lessee agrees it is solely responsible for the removal of garbage and debris which may accumulate and that all garbage shall be bound neatly and firmly in suitable containers and thereafter shall be placed in a container of the type supplied by carting companies for the purposes of accumulating garbage, (for example, a "dumpster"). Further, Lessee shall be responsible for the prompt and regular removal of its garbage and debris at Lessee's cost and expense and that the area or areas surrounding the storage of garbage and debris subject to collection shall be made clear of refuse upon the ground and shall be maintained daily by the Lessee to ensure against collection or accumulation thereof.

In the event of the failure of the Lessee to generally comply with this regulation or any part thereof, in the sole discretion of the Lessor, the Lessor may engage whatever services may be necessary to maintain the Premises in a suitable degree of cleanliness and freedom from debris. Such additional services shall, if performed by the Lessor, constitute the basis of an additional charge and be collectible as rent and as provided for the collection of any other additional charges set forth in this lease.

E. Lessee shall maintain and make all repairs to the Demised Premises of any nature whatsoever and is responsible for the maintenance and repair of all structures, furnishings and improvements at the Demised Premises at Lessee's sole cost and expense and Lessee shall keep same in good order and repair. Lessee shall not remove or substantially damage trees, shrubbery or woodland when maintaining and repairing structures and shall be responsible for any loss of substantial damage to same.

F. Lessee is responsible for all landscape maintenance and shall continue same based on Lessee's historical mode of landscape maintenance. Lessee shall not cut, harvest or remove trees, shrubs or other vegetation on the Premises, except to clear and restore trees and forest cover that is or has been dead, damaged, diseased or destroyed.

SECTION 13: WAIVER OF TRIAL BY JURY, COURT ACTIONS, ATTORNEYS FEES AND COSTS

Lessor and Lessee do hereby waive trial by jury in any action, proceeding or counterclaim brought by either against the other upon any matters whatsoever arising out of or in any way connected with this Lease, Lessee's use or occupancy of the Premises.
If, upon failure of either party to comply with any of the covenants, conditions, rules or regulations of this lease, a lawsuit is brought for damages on account or to enforce payment of Rent, or to recover possession of the Premises, or to enforce any provision hereof, the losing party agrees to pay to the prevailing party reasonable costs and expenses and attorneys' fees incurred, as determined by a court of competent jurisdiction.

SECTION 14: RIGHT OF REDEMPTION

Lessee waives any and all rights of redemption conferred by statute or otherwise, to the extent legally authorized, upon the expiration or sooner termination of the Demised Term, or upon the entry of final non-appealable judgment for recovery of possession through any action or proceeding.

SECTION 15: LESSEE TO CONFORM TO LAWS

The Lessee shall promptly, at the Lessee's own cost and expense, comply with all statutes, ordinances, rules, orders, regulations and requirements of Federal, State, County, town or local governments, or of any of their departments or bureaus in connection with and arising from the use by the Lessee of the Demised Premises or the conduct of the Lessee's business at the Demised Premises, including but not limited to such statutes, ordinances, rules, orders, regulations and requirements pertaining to the hiring and/or employment of individuals for the conduct of Lessee's business at the Demised Premises, whether or not same are directed to the Lessor or the Lessee, provided, however, that the Lessee shall have the right to contest any such statutes, ordinances, rules, orders, regulations or requirements in any court of Law or equity having jurisdiction over the same. In such event, Lessee agrees to indemnify Lessor and save Lessor harmless from any such contest.

SECTION 16: SURRENDER OF PREMISES

A. On the last day or sooner of termination of the Lease Term, Lessee shall quit and surrender the Premises in good condition and repair (reasonable wear and tear and damage by Acts of God, fire or standard extended coverage perils excepted), together with all alterations, additions and improvements which may have been made in, on, or to the Premises. Lessee shall have no obligation to restore the Demised Premises to the condition in which it was originally delivered to Lessee. Lessee shall, on or before the end of the Demised term, remove from the Premises all its property, and any or all of such property not so removed shall, at Lessor's option, be deemed the exclusive property of Lessor or be disposed of by Lessor, at Lessee's cost and expense, without further notice to or demand upon Lessee. If the Premises are not surrendered as and when aforesaid, Lessee shall indemnify Lessor against loss or liability resulting from the delay by Lessee in so surrendering the Premises, including, without limitation, any claims made by any succeeding occupant founded in such delay. Lessee's obligations under this Section shall survive the expiration or sooner termination of the Lease Term. Lessee shall be required, prior to termination of Lease and/or surrender of Premises, to notify any owner (other than itself) of property located in the Premises, to remove same prior to the surrender of Premises and/or termination of the Lease, whichever the sooner shall occur.

B. This Lease shall terminate and shall become null and void, without further notice upon the expiration of the term herein; specified, and any holding over by Lessee after such expiration shall not constitute a renewal hereof or give Lessee any rights under this lease. If Lessee shall hold over for a period after the expiration of said term, Lessor may, at its option, exercised by written notice to Lessee, treat Lessee as a Lessee from month to month commencing on the first day following the expiration of this Lease subject to the terms and conditions herein contained. If Lessee fails to surrender the leased Premises upon the expiration of the Lease despite demand to do so by Lessor, Lessee shall indemnify and hold Lessor harmless from all loss or liability, including without limitation, any claims made by any succeeding Lessee founded on or resulting from such failure to surrender.

## SECTION 17: INDEMNITY

Lessee agrees to indemnify and save Lessor and any ground and underlying Lessor(s) of the Premises harmless to the fullest extent permitted by law from and against any and all claims, demands, suits, actions or inactions (except such as result from the negligence of Lessor, or any such ground or underlying lessor(s) or their respective agents, contractors, servants or employees) for, or in connection with, any accident, injury or damage whatsoever caused to any person or property arising directly or indirectly, out of the business conducted in the Premises or occurring in, on, or about the Premises or any part thereof or on the sidewalks adjoining the same, or arising directly or indirectly, from any act or omission of Lessee or any concessionaire or subtenant or their respective licensees, servants, agents, employees or contractors, and from and against any and all costs, expenses and liabilities incurred in connection with any such claim or proceeding brought thereon. The comprehensive general liability coverage maintained by Lessee pursuant to Section 6 shall specifically insure the contractual obligations of Lessee as set forth in this Section 17. The foregoing notwithstanding, Lesse's obligation under this Paragraph 17 to indemnify Lessor shall not extend to such costs and expenses incurred in defending an action brought by Lessee to enforce the terms of this Lease or where there is a court determination that Lessor failed to perform its obligations under this Lease. Lessor covenants at all times to save Lessee harmless from all loss, liability, cost, expense or damages that Lessee may incur or which may be claimed with respect to any persosn or persons, corporation, or property on or about the Premises or resulting from any act done or omission by or through the Lessor, its agents, employees, invitees, or any person on the Premises by reason of Lesssor's use. This indemnification by Lessor of Lessee shall survive the termination of this Lease.

## SECTION 18: BANKRUPTCY-INSOLVENCY

A. Lessee agrees that if the estate created hereby shall be taken upon execution, attachment or any other process of law, or if Lessee shall be adjudged a bankrupt or insolvent, or any receiver or trustee shall be appointed for the business or property for the benefit of creditors, or if Lessee shall file a voluntary petition in bankruptcy, or apply for reorganization, composition, extension or other arrangement with its creditors under any federal or state law now or hereafter enacted, and any such process, assignment, action or proceeding be not vacated or set aside within thirty (30) days thereafter, then each of the foregoing shall be deemed an Event of Default for the purposes of Section 19 and Lessee shall remain liable as provided in said Section 19. For the purpose of this Section 18, the term "Lessee" shall be deemed to include the guarantor, if any, of this Lease.

B. It is stipulated and agreed that in the event of the termination of this Lease pursuant to A hereof, Lessor shall notwithstanding any other provisions of this Lease to the contrary, be entitled to recover from Lessor as and for liquidated damages an amount equal to the difference, if any, between the minimum annual rent reserved for the unexpired portion of the term Demised and the then fair and reasonable rental value of the Demised Premises for same period. In the computation of such damages the difference between any installment of rent becoming due after the date of termination and the fair and reasonable rental value of the Demised Premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four (4%) percent per annum or such higher percentage as shall be allowed by law. If such Premises or any part thereof be re-let by the Lessor for the unexpired term of said Lease, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such re-letting shall prima facie be deemed to be the fair and reasonable rental value for the part of the whole of Premises so re-let during the term of the re-letting.

SECTION 19: DEFAULT OF LESSEE

A. The following shall be defined and deemed as an "Event of Default": (a) any failure of Lessee to pay any rental, additional rental, taxes or other sum of money due five (5) days after notice of same is sent to Lessee; or (b) any failure of Lessee to correct any default with respect to Section 3 within twenty (20) days after the notice of such default shall have been served upon Lessee, or (c) any failure of Lessee to perform any other of the terms, conditions, or covenants of this Lease to be observed or performed by Lessee for more than fifteen (15) days after notice of such defaults shall have been served upon Lessee, or such longer period if such default cannot reasonably be cured within such time period, but Lessee commences to cure such default within such time period and diligently pursues such cure thereafter; or (e) if by operation of law any interest of Lessee shall pass to another and not revert to Lessee within twenty (20) days thereafter; or (g) upon the occurrence of an Event of Default as defined in any other Section of this Lease.

B. Upon the occurrence of any Event of Default, Lessor shall, after ten (10) days prior notice, have the right to invoke any right and remedy allowed at law or in equity by statute or otherwise. Should the Lessor at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may seek to recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the leased Premises, reasonable attorney's fees, as determined by a court of competent jurisdiction, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the term over the then reasonable rental value of the leased Premises for the remainder of the term, all of which amounts shall be immediately due and payable from Lessee to Lessor. If default consists in whole or in part of Lessee's failure to expend funds, Lessor may, but shall not be obligated to, make necessary expenditures for the account of Lessee who shall upon demand reimburse Lessor there for with interest. The prompt payment of rent on the dates specified herein is a condition and of the essence of this Lease It is expressly understood and agreed that the provisions of this Section "19" shall not be construed to limit or impair any other right, claim or remedy to which Lessor may be entitled at law or in equity in case of Lessee's default; nor shall pursuit of any of the foregoing remedies preclude pursuit of any of the other remedies provided in this lease; nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of any damages accruing to Lessor by reason of the violation of any of the covenants and provisions herein contained. Forbearance by Lessor to enforce one or more of the remedies herein set forth upon an event of default shall not be deemed or construed to constitute a waiver of such default.

C. Lessee hereby appoints as its agent to receive service or process of any dispossessory proceeding or any notice given by Lessor in connection with the provisions provided in this Section, the person in charge of the leased Premises at the time such service or notice is made, and if no person is then in charge of the leased Premises, then such service or notice may be made by attaching the same to the main entrance of the leased Premises, provided that a copy of any such proceedings or notice(s) shall also be mailed to Lessee as provided in this Lease.

D. Notwithstanding any provision in the Lease permitting Lessee to cure any default within a specified period of time, if Lessee shall default (i) in the timely payment of rent or additional rent, and such default shall continue or be repeated for two consecutive months or for a total of four months in any period of twelve months, or (ii) in the performance of any particular term, condition or covenant of this Lease more than six times in any period of six (6) months, then, notwithstanding that such defaults shall have been cured within the period after notice, if any, as provided in this Lease, any further similar default shall be deemed to be deliberate and Lessor thereafter may serve a written ten day notice of termination of this Lease to Lessee without affording to Lessee an opportunity to cure such further default. This lease, and the term hereof shall expire and come to an end on the date fixed in such notice of termination as if said date were the date originally fixed in this lease for the expiration hereof.

SECTION 20: LESSOR'S RIGHT TO CURE DEFAULT

If Lessee shall fail to comply fully with any of its obligations under this Lease (including, without limitation, its obligations to make repairs, maintain various policies of insurance, comply with all laws, ordinances and regulations and pay all bills for utilities), then Lessor shall have the right, at its option, on fifteen (15) days prior notice to Lessee, except in an emergency, to cure such breach at Lessee's expense. Lessee agrees to reimburse Lessor (as Additional Rental) for all costs and expenses incurred as a result thereof together with interest thereon promptly upon demand.

SECTION 21: WAIVER

One or more waivers of any covenant or condition by Lessor or Lessee shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by Lessor to or of any act by Lessee or vice-versa requiring Lessor's or Lessee's consent or approval shall not be construed to waive or render unnecessary Lessor's consent or approval or Lessee's consent or approval to or of any subsequent similar act by Lessee or Lessor.

SECTION 22: LESSOR'S DEFAULT

Lessor shall, in no event, be in default in the performance of any of its obligations hereunder unless and until Lessor shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by Lessee to Lessor properly specifying wherein Lessor has failed to perform any such obligation.

Further, if the holder of a mortgage which includes the Premises or a ground lessor of land including the Premises notified Lessee that such holder or ground Lessor has taken over Lessor's rights under this Lease, Lessee shall not assert any right or any monetary claim against any mortgagee, or ground lessor, but shall look solely to the prior defaulting Lessor for satisfaction of such claim.

SECTION 23: PRIORITY

A. Lessor and Lessee agree that this Lease is hereby made subject and subordinate at all times, heretofore and hereinafter, to any mortgage lien, on the real property of the Demised Premises, and to all renewals, modifications, consolidations, participations, replacements and extensions thereof. The term mortgage, as used herein, shall be deemed to include trust indentures and deeds of trust. Notwithstanding the foregoing, Lessor agrees to use its best efforts to obtain non-disturbance agreement from any mortgagee or ground lessor superior to this lease permitting the continued occupancy of the Lessee pursuant to this lease so long as Lessee is not in default hereunder.

B. The aforesaid provision shall be self-operative and no further instrument of subordination shall be required by any such lessor or mortgagee. In the event Lessor desires confirmation of such subordination, Lessee shall execute promptly and without charge therefor any certificate that Lessor may request. Lessee hereby constitutes and appoints Lessor as the Lessee's attorney- in-fact to execute any such certificate or certificates for and on behalf of Lessee. Such certificates shall also contain, at the election of the first mortgagee, an agreement whereby Lessee will attorn to said mortgagee as Lessor in the event of a foreclosure or to any party taking title through such mortgage in such event.

C. Notwithstanding the provisions of sub-paragraph "A", should any mortgagee require that this Lease be prior rather than subordinate to any such mortgage, Lessee shall, promptly upon request therefore by Lessor or such mortgagee, and without charge therefore, execute a document effecting and/or acknowledging such priority, which document shall contain, at the option of such requesting party, an attornment obligation to the mortgagee as Lessor in the event of foreclosure or to any party acquiring title through such mortgage in such event.

SECTION 24: NOTICE TO MORTGAGEE

After receiving notice from any person, firm or other entity that it holds a mortgage which includes the Demised Premises as part thereof, no notice from Lessee to Lessor shall be effective unless and until a copy of the same is given to the mortgagee under the terms of this Lease. Lessee further agrees that if Lessor shall have failed to cure the default within the time provided for in this Lease, then the mortgagee shall have an additional thirty (30) days to cure such default, or if such default cannot be cured in that time, or in such additional time as may be necessary if within such thirty (30) days any mortgagee has commenced or is diligently pursuing the remedies necessary to cure such default (including but not limited to the institution of foreclosure proceedings, if necessary, to effect such cure), in which event this Lease shall not be terminated while such remedies are being diligently pursued.

SECTION 25: ASSIGNMENT OF RENTS

With reference to any assignment by Lessor of Lessor's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage on property which includes the Premises, Lessee agrees: (a) that the execution thereof by Lessor, and the acceptance thereof by the holder of such mortgage, shall never be treated as any assumption by such holder of any of the obligations of the Lessor hereunder, unless such holder shall by notice sent to Lessee, specifically otherwise elect; and (b) that, except as aforesaid, such holder shall be treated as having assumed Lessor's obligations hereunder only upon the foreclosure of such holder's mortgage and the taking possession of the Premises.

SECTION 26: QUIET ENJOYMENT

Lessor covenants and agrees with Lessee that upon Lessee paying the Rental and observing and performing all of the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peaceably and quietly enjoy the Premises.

SECTION 27: UTILITIES

A. Lessee shall bear the entire cost and expense of providing each of the following as shall be required in or for the Demised Premises:

Water, fuel for heat, fuel for hot water, janitor service, garbage removal, gas, and electricity, telephone and internet provider service, cleaning and/or repair of any septic tank or cesspool, including the pipes connecting same and/or sewer lines. Lessee shall establish separate accounts in Lessee's name with the utility companies and pay utility bills directly to the provider.

B. Lessee agrees to provide Lessor with copies of Lessee's utility bills upon Lessor's request.

SECTION 28: SIGNS

A. Lessee may install and maintain, at its own cost and expense, including payments for permits, a sign at the Demises Premises subject to Lessor's prior written approval as to location, design and content. Lessee agrees that signs shall not be manufactured or installed on the Premises until all approvals and permits are first obtained and copies thereof delivered to Lessor together with evidence of payment for any fees pertaining to Lessee's signs. Lessor reserves the right to have all non-approved signs, letters and symbols removed, at Lessee's cost, regardless of the state of completion thereof. Lessee shall have the right to place temporary signs at the Demised Premises as Lessee deems reasonably appropriate in connection with its interest in the Demised Premises provided same are not in violation of the Code of the Town of Riverhead. Lessee shall not use or refer to Lessor or "Peconic Land Trust" in any sign or other printed material promoting or advertising Lessee's business at the Premises or distributed to the public without the prior written permission of Lessor.

B. As used in this Section, the word "sign" shall be construed to include any placard, light or other advertising symbol or object irrespective of whether same is temporary or permanent.

C. Lessee shall procure appropriate Worker's compensation and liability insurance policies covering the installation and maintenance of any signs, and all such policies or certificates of such policies shall be delivered to the Lessor prior to the commencement of any work and shall provide that such policies are not cancelable, except upon ten (10) days' written notice to Lessor. In the event Lessor or Lessor's representative shall deem it necessary to remove such sign or signs in order to paint or make any repairs, alterations or improvements in and upon the Premises, or any part thereof, the Lessor will have the right to do so, provided the same be removed and replaced at the Lessor's expense, whenever said repairs, alterations or improvements shall have been completed.

D. The signs shall remain the property of the Lessee. In the event of their removal by the Lessee, at the expiration or other termination of the term hereof, or at any time for any reason, the Lessee shall repair any damage caused to the Premises by reason of the removal of said signs. The wording on Lessee's signs shall advertise the Lessee's business only.

SECTION 29: ASSIGNMENT AND SUBLETTING

A. Lessee may not transfer or assign this Lease, or any right or interest hereunder, or sublet said Premises or any part thereof without the express written advance permission of the Lessor. No transfer or assignment, whether voluntary or involuntary, by operation of law, under legal process or proceedings, by receivership, in bankruptcy, or otherwise, and no subletting, shall be valid or effective. Should Lessee attempt to make or suffer to be made any such transfer, assignment or subletting or should any of Lessee's rights under this Lease be sold or otherwise transferred by or under, court order or legal process or otherwise, or should Lessee be adjudged insolvent or bankrupt, then and in any of the foregoing events Lessor may, at its option, terminate this lease forthwith by written notice thereof to Lessee.

B. If Lessee hereunder is a corporation, an unincorporated association, or a partnership, the transfer, assignment or hypothecation of any stock or interest in such corporation, association or partnership in the aggregate in excess of fifty (50%) percent shall be deemed an assignment within the meaning and provisions of this Section "29," provided, however, a transfer or assignment of any such stock or interest by a shareholder or member to his spouse, children or grandchildren is not subject to the foregoing provisions.

C. Notwithstanding anything to the contrary in this Section "29", Lessee shall have the right to sublet the "Eastgate House" located on the Demised Premises to Cornell Research Farm only for housing for Cornell Research Farm's employees and researchers. The parties acknowledge and Lesssor consents to an existing Agreement Month to Month

Use and Occupancy Permit for use of the first floor, dated July 1, 2025, between Lessee and Jessica Chiarello, attached hereto and made a part hereof.

D. Notwithstanding anything to the contrary in this Section "29", the parties acknowledge and Lessor consents to an existing Use Agreement Form with Humane Long Island for use of the Edrenal Health Lodge, dated May 1, 2024, attached hereto and made a part hereof.

E. Notwithstanding anything to the contrary in this Section "29", Lessee shall have the right to enter into license agreements for periods not to exceed one (year) each with Alberto Bengolea ("Bengolea") for the same areas of the Premises as Lessee has granted a license to Bengolea for in the past and on the same terms and conditions as to use and maintenance. Lessee has provided Lessor with a copy of the existing License Agreement with Bengolea for 20__ which the Lessor and Lessee agree establishes the areas of the Premises and terms and conditions as to use for future License Agreements with Bengolea permitted under this subsection E.

F. As to the permitted subletting and license under subsections C, D and E in this Section "29", Lessee shall require that any such subtenant or licensee provide a certificate of insurance for all coverage required by any such sublease or license agreement naming Lessor as an additional insured as its interests may appear. Lessee shall provide a true and complete copy of each fully signed sublease agreement and license agreement within ten (10) business days of the signing of any such agreement by Lessee.

SECTION 30: BROKER

It is agreed by and between the parties that neither party has dealt with any real estate broker in connection with this Lease and no broker has brought about this Lease. Each of the parties warrants and represents to each other that they will hold each other safe and harmless from any claims made for real estate commissions by any real estate broker, brought about by their respective acts.

SECTION 31: RELATIONSHIP OF PARTIES

Nothing contained in this Lease shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Lessor and Lessee.

SECTION 32: LIMITATION OF LESSOR'S LIABILITY

A. It is specifically understood and agreed that there shall be no personal liability on

Lessor in respect to any of the covenants, conditions or provisions of this Lease; and in the event of a breach or default by Lessor of any of their obligations under this Lease, Lessee shall look solely to the equity of the Lessor in the Demised Premises for the satisfaction of Lessee's remedies.

B. It is understood and agreed that Lessee shall look solely to the estate and property of the Lessor in the Demised Premises for the satisfaction of Lessee's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by the Lessor in the event of any default or breach by the Lessor with respect to any of the terms, covenants and conditions of the Lease to be observed or performed by the Lessor and any other obligation of Lessor created by or under this Lease, and no other property or assets of the Lessor or of its partners, beneficiaries, co-Lessees, shareholders, or principals (as-the case may be) shall be subject to levy, execution or other enforcement procedures for the satisfaction of Lessee's remedies.

C. The term "Lessor", as used in this Section and throughout this Lease, so far as covenants and agreements on the part of Lessor are concerned, shall be limited to mean and include only Peconic Land Trust, Incorporated or any subsequent owner or owners at the time in question of the Demised Premises and this Lease. Further, in the event of any transfer or transfers of the title to the said lease or the Demised Premises, Lessor herein named (and in case of any subsequent transfers or conveyances, the then grantor), including each of its partners, beneficiaries, co-Tenants, shareholders or principals (as the case may be) shall be automatically freed and relieved, from and after the date of such transfer and conveyance, of all liability as respects the performance of any covenants and agreements on the part of the Lessor, except for obligations which may have heretofore accrued prior to the date of such transfer. Lessor or the grantor shall turn over to the grantee all monies and security, if any, then held by Lessor or such grantor on behalf of Lessee and shall assign to such grantee all right, title and interest of Lessor or such grantor thereto, it being intended that the covenants and agreements contained in this Lease on the part of Lessor to be observed or performed shall, subject as aforesaid, be binding on Lessee, its successors and assigns.

SECTION 33: NOTICES

Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless served in writing and deposited with the United States Postal Service Certified Mail, Return Receipt Requested, or delivered by overnight carrier such as Federal Express or USPS, providing proof of delivery, directed to the parties at the addresses listed on Page 1 hereof, or such other address as either party may designate by notice from time to time. Each and all of the Rental(s) payable by Lessee to Lessor under any of the provisions of this Lease shall be paid to Lessor at the same place where a notice to Lessor is hereby required to be directed. The date of each notice shall be deemed to be the date of delivery of said notice in the manner provided for herein. In addition, every notice shall also be sent to Lessor's attorney, Heather Wright, Esq., Wright & Gibbons, PLLC, 48H Main Street, Westhampton Beach, NY 11978 and to Lessee's attorney, Karen Hoeg Esq., Twomey, Latham, Shea, Kelley, Dubin & Quartararo LLP, 33 West Second Street, P.O. Box 9398, Riverhead, NY 11901.

SECTION 34: LESSEE'S WORK

A. Lessee covenants and agrees that all material, work, labor, fixtures and installations required by this Lease with respect to, or as consented to by Lessor with respect to the Demised Premises and operation of Lessee's business thereat (collectively, "Lessee's Work") shall be performed and provided by Lessee, at Lessee's own cost and expense. Lessee's Work shall comply with all rules and regulations of all governmental authorities having jurisdiction therein, and Lessee shall, at its own cost and expense, promptly procure all necessary and required permits, approvals and licenses in connection with Lessee's Work and the operation of Lessee's business.

B. Lessor's approval of Lessee's Plans shall not be deemed a representation or warranty of any kind that Lessee's Plans satisfy the requirements or standards of any governmental authority having jurisdiction there over.

C. Lessee acknowledges that it shall not be permitted to commence Lessee's Work unless and until the employees, agents or contractors who are to perform Lessee's Work ("Lessee's Contractor") shall have complied with Lessor's insurance requirements, as set forth in Paragraph D of this Section 34. Lessee agrees that, within twenty (20) days following Lessor's advice to Lessee that Lessee's Plans have been approved by Lessor, Lessee shall (i) comply with said insurance requirements, and (ii) provided all required governmental approvals have been obtained, commence performing Lessee's Work, which shall be diligently pursued to completion. Lessor shall respond to any request for approvals of plans within ten days of request.

D. (i) As a precondition to Lessee being permitted to perform any Lessee's Work, and throughout the entire period during which Lessee's Work is being performed, it shall be the obligation of Lessee to require Lessee's Contractor to carry and maintain, at no expense to Lessor:

(a) Commercial general liability insurance, including, but not limited to, contractor's liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection with limits, for each occurrence of not less than $3,000,000.00 with respect to personal injury or death or any one person, and $3,000,000.00 in respect of personal injury or death to two (2) or more persons, and $3,000,000.00 with respect to property damage; and

(b) Worker's compensation or similar insurance in form and amounts required by law.

(ii)All policies of insurance required under Subsection D(i) of this Section 34 shall name Lessor as insured, and certificates thereof shall be delivered to Lessor prior to the commencement of Lessee's Work.

E. Upon the completion of Lessee's Work and upon the completion of any alterations, installations, additions or improvements which Lessee shall make pursuant to Section 13 hereof, Lessee shall procure, at Lessee's own cost and expense, such governmental approvals of the completed work, if any, as may be required by any laws, ordinances, governmental rules or regulations, and deliver originals or photocopies thereof to Lessor.

F. Except with respect to the time periods set forth in Paragraphs A, B and C of this Section 32, all of the remaining provisions of Paragraphs A through H of this Section 34shall also apply to any and all alterations, installations, additions or improvements which Lessee is permitted to make in or to the Demised Premises pursuant to Sections 5 and 10 hereof.

G. All costs and expenses (including, but not limited to, architect's, engineer's, construction management and attorney's fees) in connection with any of Lessee's Work, including, but not limited to fees incurred to have Lessee's Plans reviewed and to have Lessee's Work supervised and inspected, including but not limited to construction management, architect and engineer fees, shall be paid directly by Lessee.. Any such Lessee's Work shall be subject to review and approval by Lessor, which approval shall not be unreasonably withheld.

SECTION 35: "AS IS"

The Demised Premises is leased to Lessee in their "as is" condition on the Commencement Date and Lessor shall not be required to perform any work to prepare the Demised Premises for Lessee's occupancy.

SECTION 36: MISCELLANEOUS DEFINITIONS

Wherever herein the singular noun is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. The Section headings used herein are for reference and convenience only. Each and every term and provision in this Lease that requires any performance (whether affirmative or negative) by Lessee shall be deemed to be both a covenant and a condition. The word "re-enter" or "re-entry" as used herein is not restricted to its technical legal meaning. Whenever any consent or response is required under the terms of this Lease, the same shall not be unreasonably withheld or delayed. The captions, numbers and index are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease, nor the intent of any provisions hereof.

SECTION 37: FURTHER ASSURANCES

Each of the parties hereto shall, and shall cause their respective affiliates to, execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be required to carry out the provisions hereof, and to give effect to the transactions contemplated herein.

Section 38: SEVERABILITY

If any term or provision of this Lease is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provisioin of this Leases or invalidate or render unenforceable such term or provision in any other jurisdiction.

SECTION 39: GOVERNING LAW

All matters arising out of or relating to this Lease shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction.

SECTION 40: SUBMISSION TO JURISDICTION

Any legal suit, action, or proceeding arising out of or relating to this Lease or the transactions contemplated hereby shall be instituted in the courts of the State of New York, located in each case in Suffolk County, and each party irrecovably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail in accordance with Section 31 to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. The parties waive any objection to venue of any suit, action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

SECTION 41 COUNTERPARTS

This Lease may be executed in couterparts, each of which so executed shall be deemed to be an original, but all such couterparts shall together constitute but one and the same instrument. The use of electronic signatures and electronic records (including any contract or other records created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity, and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

SECTION 42: ENTIRE AGREEMENT

No oral statement or prior written matter shall have any force or effect all of which shall merge herein and be superseded hereby. No waiver of any provisions of this agreement shall be effective unless in writing, signed by the waiving party. Lessee agrees that it is not relying on any representations or agreements other than those contained in this Lease. This agreement shall not be modified, except by a writing subscribed by all parties, nor may this Lease be cancelled by Lessee except with the written consent of Lessor, unless otherwise specifically provided herein. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. The submission by Lessor of the within Lease in draft form shall be deemed submitted solely for Lessor's consideration and not for acceptance and execution. Such submission shall have no binding force or effect, shall confer no rights nor impose any obligations, including brokerage obligations, upon either party. The submission by Lessor of the within Lease for execution by Lessee shall confer no rights nor impose any obligations, including brokerage obligations, on either party unless and until both Lessor and Lessee shall have executed this Lease and duplicate originals thereof shall have been delivered to the respective parties. All captions herein are solely for convenience and shall not be given any legal effect.

Except as otherwise provided in this Lease, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Lessor and Lessee and their respective heirs, distributees, executors, administrators, successors and permitted assigns.

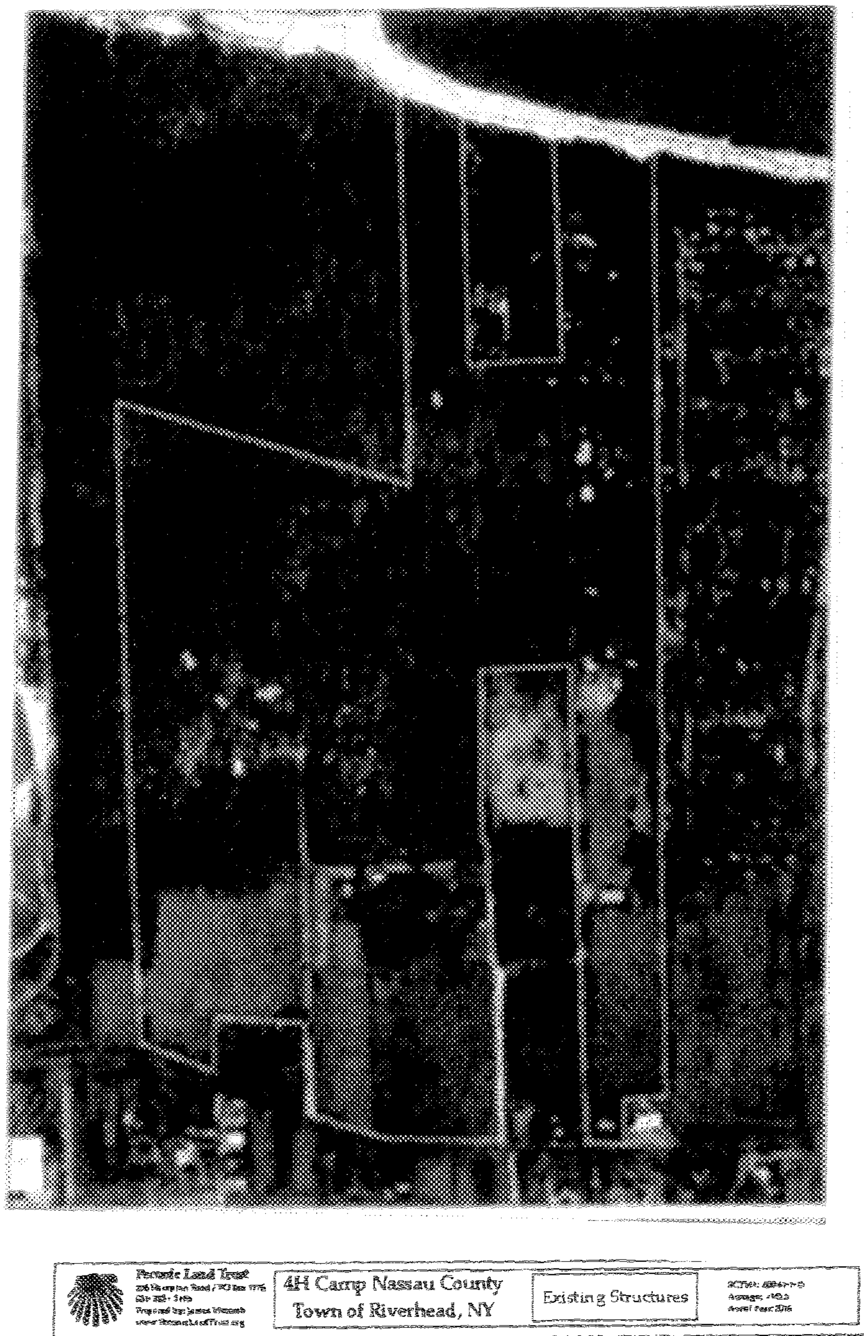
IN WITNESS WHEREOF the parties hereto have hereby set their hands and seals the date and year above set forth.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE:**

| | |
|---|---|
| LESSOR: | LESSEE: |
| Peconic Land Trust, Incorporated | Cornell Cooperative Extension of Nassau County |
| BY:____________________ | BY:____________________ |
| John vH Halsey, President | |

Exhibit A – Map of Demised Premises


Peconic Land Trust
4H Camp Nassau County
Town of Riverhead, NY
Existing Structures

## Appendix B

**Due Diligence Letter**

**BRUCE A. BLAKEMAN**
COUNTY EXECUTIVE

**MICHAEL KWASCHYN**
COMMISSIONER

**NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS**
**DIVISION OF REAL ESTATE SERVICES**
RALPH G. CASO SHARED SERVICES BUILDING
ONE WEST STREET, ROOM 200
MINEOLA, NEW YORK 11501
PHONE: (516) 571-4207 FAX: (516) 571-3986

April 22, 2026

**VIA EMAIL**
Peconic Land Trust, Inc.
Attn: Julie T. Wesnofske
296 Hampton Road
P.O. Box 1776
Southampton, NY 11969

Re: **3186 Sound Avenue, Riverhead, NY - (the "Premises")**

Dear Ms. Wesnofske:

This letter shall set forth the terms and conditions pursuant to which the County of Nassau (the "**County**") shall allow Peconic Land Trust, Inc. ("**Prospect**") to have access to the Premises for the sole purpose of conducting the Due Diligence Review (as defined below) in connection with Prospect's potential purchase of the Premises. A separate agreement shall govern the sale of the Premises from the County to the Prospect (the "**Land Agreement**").

Terms and Conditions.

1. Commencing on the date Prospect executes and delivers this letter to the County (the "**Due Diligence Effective Date**"), together with the requisite evidence of insurance, and expiring ninety 90 days after the full execution of the Land Agreement (the "**Inspection Expiration Date**"), Prospect and its authorized representatives and agents shall be entitled to enter upon the Premises at reasonable hours upon notice to the County in order to conduct such reasonable and customary inspections, studies, tests, surveys and reviews with respect to the Premises which are necessary in connection with Prospect's assessment of whether the Premises is suitable for purchase. The assessments shall include but not be limited to confirming (i) the structural integrity and physical condition of the Premises (the "**Engineering Review**"), (ii) the environmental condition of the Premises, (iii) whether there are any encroachments onto or off the Premises, easements, right of ways which may impact the marketability of the Premises and (iv) whether there are any violations of record. Upon receipt, Prospect shall share its findings with the County.

With respect to (ii) above, a Phase I environmental assessment of the Premises (the "**Environmental Review**"; which, together with the Engineering Review, is hereinafter collectively referred to as the "**Due Diligence Review**"), at Prospect's sole cost and expense, provided that Prospect does not interfere with the normal business operation of the Premises. Prior to performing any soil borings or other sampling or testing that disturbs the Premises, or any so-called "Phase II" environmental assessment, Prospect must obtain the County's prior written consent based on the County's review of Prospect's proposed plans. The County shall cooperate with Prospect and its authorized representatives and agents in every reasonable way, at Prospect's sole cost and expense, in connection with the Due Diligence Review.

If Prospect determines that the Premises are not suitable for its purpose, the Prospect shall notify the County within ten (10) days of the expiration of the Due Diligence Period. . Upon return of the downpayment to Prospect, neither party shall have any rights or obligations to the other.

3. In the event that Prospect and/or its agents, employees or representatives shall cause any damage to the Premises by reason of work conducted during the Due Diligence Review, Prospect shall repair any such damage to the Premises and restore the Premises to the condition the same was in prior to such work being done.

4. As a condition precedent to Prospect commencing the Due Diligence Review, Prospect must ensure that all of its agents and subcontractors who will conduct the Due Diligence Review on the Prospect's behalf, take out and maintain General Commercial Liability, Professional Liability and Workers' Compensation insurance policies issued by an insurer or insurers licensed to do business in the State of New York, which insurer(s) and form of insurance policies must be acceptable to the County in all respects. The minimum coverage for the liability insurance shall be Two Million ($2,000,000.00) Dollars per occurrence, personal and bodily injury and property damage combined, and said policy shall name the County as an additional insured.

5. Prospect shall require its agents and subcontractors to conduct their activities upon the Premises and adjacent property so as not to endanger any person thereon and to indemnify, defend and hold the County free and harmless from and against (i) all physical damage to the Premises caused by work done in connection with the Due Diligence Review, (ii) all loss, liability or damage suffered or incurred by the County arising out of Prospect's agents/subcontractors' breach of the terms and conditions of this letter agreement, or resulting from injury or death to individuals or damage to property sustained on the Premises and caused by the work in connection with the Due Diligence Review conducted by, or at the direction of, Prospect and/or its agents, employees and representatives, and (iii) all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by the County in connection with any action, suit, proceeding, demand, assessment or judgment incident to the foregoing. Prospect's agents'/subcontractors' indemnification obligations contained in this paragraph 4 shall survive the termination or expiration of this Agreement.

6. Prospect agrees to comply with all laws, regulations, codes, rules and other directives promulgated by any municipality or governmental authority, including but not limited to the

County of Suffolk, the Town of Riverhead, the State of New York, and the United States of America.

7. Prospect agrees to treat all information received with respect to the Premises and not otherwise in the public domain, whether such information is obtained from the County or from Prospect's own due diligence investigations, in a confidential manner, unless otherwise required by law. Prospect shall not disclose any such information to any third parties other than such disclosure to Prospect's counsel, consultants, accountants and adviser as may be required in connection with Prospect's potential purchase of the Premises (any such disclosure to be made expressly subject to this confidentiality requirement). Prospect's confidentiality obligations contained in this paragraph 6 shall survive the termination or expiration of this Agreement.

8. Prospect acknowledges and agrees that the County's willingness to grant access to the Premises to Prospect in accordance with the terms and conditions of this letter Agreement does not constitute and shall not be deemed to constitute a binding commitment by the County to sell the Premises to Prospect, as any binding agreement must be set forth in a formal contract signed by both parties and subject to all requisite approvals, including the approval of the Nassau County Legislature.

Please indicate Prospect's acceptance of and agreement with the terms and conditions contained in this letter by having an authorized representative of Prospect sign the enclosed copy of this letter in the space indicated below and returning same to me on or before March 31, 2026, together with the requisite evidence of insurance.

Sincerely,

Patrick R. Gallagher
Deputy County Attorney
(516) 571-3010

cc:

ACCEPTED AND AGREED TO THIS
21 DAY OF ~~MARCH~~ April, 2026:

PECONIC LAND TRUST, INC.

By: ______

Name: Matthew J. Swanh

Title: Vice President

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

L. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State :lection Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the )eriod beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign :ommittees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of he following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any :ounty Legislator?

'ES [ ] NO [X] If yes, to what campaign committee?

:lectronically signed and certified at the date and time indicated by:
essica Murphy [JMURPHY@PECONICLANDTRUST.ORG]

)ated: 05/01/2026 11:49:15 am

Vendor: Peconic Land Trust

Title: Director



Rev. 3-2016

## Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 05/01/2026

1) Proposer's Legal Name: Peconic Land Trust, Inc

2) Address of Place of Business: 296 Hampton Road

City: Southampton State/Province/ Territory: NY Zip/Postal Code: 11968

Country: US

3) Mailing Address (if different): PO Box 1776

City: Southampton State/Province/ Territory: NY Zip/Postal Code: 11969

Country: US

Phone: (631) 283-3195

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: 780589727

5) Federal I.D. Number: 112667021

6) The proposer is a: Other (Describe) Not for Profit

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."
(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

1 File(s) uploaded: 20210921 Conflict of Interest Policy.pdf

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

03/10/1983

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

No one has a financial interest in the non profit

iii) Name, address and position of all officers and directors of the company. If none, explain.

1 File(s) uploaded: Current Officers.docx

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

34

vi) Annual revenue of firm;

5121525

vii) Summary of relevant accomplishments

Conserved over 15,000 acres of land across Long Island

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

42

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

For over 42 years, PLT has been partnering with communities, local and state governments to preserve over 15,000 acres of land across Long Island

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

| | | | |
|---|---|---|---|
| Company | Wright & Gibbons PLLC | | |
| Contact Person | Heather Wright | | |
| Address | 48 H Main Street | | |
| City | Southampton | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (631) 283-1602 | | |
| Fax # | | | |

heather@hwrightlaw.com

| | | | |
|---|---|---|---|
| Company | Dime Abstract LLC | | |
| Contact Person | Teri Kiselyak | | |
| Address | PO Box 3031 | | |
| City | Bridgehampton | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (631) 537-5750 | | |
| Fax # | | | |
| E-Mail Address | Teri.Kiselyak@dime.com | | |

| | | | |
|---|---|---|---|
| Company | Lawrence Indimine Consulting | | |
| Contact Person | Larry Indimine | | |
| Address | 18 Bailey Lane | | |
| City | Manorville | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (631) 979-2735 | | |
| Fax # | | | |
| E-Mail Address | indimineappraisals@yahoo.com | | |

I, Jessica Murphy, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Jessica Murphy, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Peconic Land Trust, Inc

Electronically signed and certified at the date and time indicated by:
Jessica Murphy JMURPHY@PECONICLANDTRUST.ORG

Director, Conservation Initiatives
Title

05/01/2026 02:46:45 pm
Date

CURRENT BOARD OFFICERS OF THE PECONIC LAND TRUST

October 2025 - October 2026

---

**Nora J. Catlin, Co-Chair**


[redacted] (O); 631-219-2322 (C)

nora.catlin@cornell.edu


Agriculture Program Director and Floriculture Specialist/Extension Educator, Cornell Cooperative Extension of Suffolk County; advisor and board member, Long Island Flower Growers Association; Suffolk County Farmland Protection Board, (representing Cornell Cooperative Extension of Suffolk County); B.S. (Environmental Resource Management) and M.S. (Plant Pathology), The Pennsylvania State University; Ph.D. (Plant, Soil, and Insect Sciences), University of Massachusetts Amherst

**Edward Krug, Co-Chair**

[redacted]

Partner, Rennew Properties, a design and build firm in East Hampton; formerly a founding partner of PitchBlue, a marketing and business development consultancy, and member of East Hampton Town Planning Board.

**Harriet (Hatsy) H. Dresher, Secretary**

[redacted]

Volunteer for many nonprofit organizations including most recently: President, Mrs. Field's Literary Club; Parents Advisory Board of Grace Church School; former Treasurer, Brooklyn Heights Garden Club; former Trustee and Secretary, Brooklyn Historical Society; former Secretary, The Acting Company

**Nancy Gilbert, Treasurer**

[redacted]

Retired from J.P.Morgan (investment banking and human resources); facade and conservation easement donor; President of the Board, Clearwater Camp Foundation (WI); member, Town of Riverhead Open Space Committee; Founding member and Advisory Board member, Jamesport Meeting House Preservation Trust; volunteer, Hallockville Museum Farm and East End Arts; Master Gardener; BA(history), Wellesley College; MA in Women's History, Sarah Lawrence College; MA and MPhil(history), Columbia University

**Peconic Land Trust**
**Conflict of Interest Policy**

## I. PURPOSE

Peconic Land Trust conserves Long Island's working farms, natural lands, and heritage for our communities now and in the future.

Peconic Land Trust's effectiveness depends upon maintaining the highest levels of credibility, confidence, and trust with the community we serve and all parties with whom we work. It is expected that all persons subject to this policy will conduct themselves with honesty, good faith, and loyalty to the Trust and to the community we serve.

## II. DEFINITIONS

### A. Covered Persons

1. Board members
2. Staff members

Covered persons may be in a position to influence the Trust's major financial or transactional decisions, have access to information not available to the general public, and could be involved in other activities that may pose potential conflicts with Trust activities.

### B. Transaction

A transaction is any conservation project, contract, or other possible cause for conflict, private inurement (covered person derives a benefit), or private benefit (incidental benefit to a non-covered person).

### C. Family

Family is defined as a spouse/domestic partner, child, sibling, parent; other relative living within the household; and/or the spouses of those relatives.

### D. Financial Interest

A covered person has a financial interest if the person has, directly or indirectly, through business, investment, or family, an investment/ownership interest, or compensation arrangement with the Peconic Land Trust or entity involved in a Trust transaction.

E. Duty of Loyalty

This duty requires Board members to conduct the organization's business in good faith and to pursue the interests of the Trust over their own personal, financial, or other interests. Benefits or advantages must accrue to the Trust, not to an individual.

A Board member can be subject to legal liability if a conflict of interest breaches their Duty of Loyalty.

F. Conflict of Interest

A conflict of interest is a situation that has the potential to undermine the impartiality of a person, or loyalty of a Board member, because of the possibility of a clash between the person's self-interest and/or professional interest and the interests of the Trust. A conflict of interest can exist when an individual's personal, professional, financial, family or any other interest competes with those of the Trust, a public charity.

For the purposes of this document, a conflict of interest may be real, potential or perceived, and in each case the procedures outlined in Peconic Land Trust's Conflict of Interest Policy must be followed. Conflicts of interest are likely to occur in normal business dealings, and it is important to remember that the policy is not intended to provide a moral or ethical assessment of any situation.

## III. GIFTS AND GRATUITIES

Covered persons shall discourage personal gifts and must not accept gratuities or payments offered by anyone with whom the Peconic Land Trust does business. This includes offers of free service, travel, or merchandise. Borrowing from such sources is prohibited. Only token and unsolicited gifts worth less than $100 may be accepted. If a covered person receives a gift in excess of such amount, it should be returned, or if not practical, given to the Trust. In such cases the covered person should explain the policy and request that no further gifts be provided, but that charitable gifts to the Trust may be made at any time.

## IV. EXCEPTIONS TO THIS POLICY

There are two exceptions to the procedures explained in Section V. It is not necessary for the Audit Committee to deliberate disclosures and conflict issues when (1) there is an issue of urgency and safety and/or (2) the transaction is valued at under $500; provided, however, that in either case it shall be determined that the Trust could not have arranged a more favorable transaction with a non-covered person under the circumstances.

## V. PROCEDURES

### A. General Guidelines

All covered persons shall avoid conflicts of interest involving their duties to the Peconic Land Trust. It is expected that all covered persons will conduct themselves under strict rules of honesty and fair dealing between themselves and the Trust. Such persons shall not use their position or knowledge gained during their association with the Trust for their private benefit (or the benefit of their family) nor to obtain an unfair advantage in any aspect of their dealings with the Trust.

Conflicts of interest may arise through real estate transactions, management of finances and assets, business dealings, advocacy activity, etc. This policy is not meant to rule out transactions between the Trust and covered persons; rather it is designed to ensure that these relationships have been properly disclosed, documented, and acted upon by the Audit Committee. All Board and Project Committee meeting agendas include the standing topic of disclosure/conflict of interest.

In addition to issues related to covered persons, the Audit Committee will also consider possible conflicts with non-covered persons (and their families and related entities, if known) who may be in a position to influence the Trust's major financial or transactional decisions and/or benefit from its activities. This group includes, but is not limited to, significant donors, clients, committee members, and elected/appointed municipal officials. Board and staff will follow the same steps for addressing conflicts as outlined in section V B.

### B. Steps for Addressing Conflict of Interest

#### 1. Duty to Disclose

Covered persons must disclose conflicts of interests – real, potential, or perceived – as soon as possible.

- Staff notifies immediate supervisor; supervisor notifies the

President; President notifies the Chair of the Audit Committee
- Committee member notifies the committee Chair; committee Chair notifies the Chair of the Audit Committee
- Board member notifies the Chair of the Audit Committee

In addition, any person has a duty to disclose to the Chair of the Audit Committee any knowledge of a private benefit (incidental benefit to a non-covered person).

2. Recusals

Any individual, or family member of that individual, who is involved in a real, potential, or perceived conflict of interest:

- will not be substantively involved in decision-making affecting a transaction.
- will recuse themselves from Board, committee, or staff discussions, unless requested to provide information.
- will leave the room during a vote
- will always recuse themselves from voting.

3. Potential Conflicts/Disclosure of Relationships

When a transaction involves an actual, potential, or perceived conflict of interest with a covered person, the Audit Committee will discuss relevant issues and make a decision using the Discussions and Findings form as a guide. (Refer to Appendix B)

A transaction with a covered person or related party must be fair, reasonable, and in the best interests of the Trust. If there is substantial financial interest, alternatives must be considered.

The Audit Committee's due diligence includes discussion of relevant issues that may include:

- Real or perceived potential conflict
- Fairness to the Trust
- Public conservation benefit
- Private benefit (non-covered person) and private inurement (covered person)
- Access to information not available to the general public
- Impact on the reputation of the Trust
- Alternatives
- Advice of counsel

The Audit Committee will conclude either:

- The proposed transaction or Board resolution is appropriate.
- Further steps are needed as specified. Further steps may include competitive bidding, comparison pricing, advice of counsel, meeting with the covered person, request to remove covered person from the Board of Directors or committee until the conflict matter is resolved, or any other action as deemed appropriate by the Audit Committee.

Findings and decisions will be documented in writing and the Board of Directors will be notified of findings as soon as possible.

C. Violations of the Conflict of Interest Policy

The Audit Committee will determine if there has been a violation to disclose in accordance with this Conflict of Interest Policy, and if so, will determine appropriate action. The Board of Directors will be notified of such actions.

## VI. PERIODIC REVIEWS

The Board Development Committee will periodically review (at least once every five years) the Conflict of Interest Policy and make recommendations to the Board when needed. The current policy will be posted on the Trust's website.

## VII. ANNUAL STATEMENT

All covered persons shall receive and must sign an annual statement attesting that they have received a copy of the Peconic Land Trust's Conflict of Interest Policy, have read and understand the policy, and agree to comply with the policy. The Conflict of Interest Policy may be combined with other annual policies as part of the Annual Board Member Agreement and Annual Committee Member Agreement. Board candidates must complete the Disclosure Statement prior to becoming a Board member and annually thereafter.

The Board signed affidavits will be filed in the executive office; staff signed affidavits will be filed in the HR files or other location specified by the Vice President who handles human relations.

ORIGINAL CONFLICT OF INTEREST POLICY ADOPTED 102405
NEW POLICY ADOPTED BY THE BOARD OF DIRECTORS 081108
REVISIONS ADOPTED BY THE BOARD OF DIRECTORS 092010; 091911; 121514;
121817; 092120 ; 092121

**Peconic Land Trust**
**Conflict of Interest Policy**
**Appendix A**

**Examples of potential conflicts that could involve self-dealing:**

- A covered person, or his or her friends or family, is party to a transaction with the Peconic Land Trust - e.g. selling land or a conservation easement to the land trust or renting property to or from it.
- A covered person holds an interest in a business that could benefit from the land trust's work (e.g., bank officer, president of a realty company that might handle resale of a land trust's restricted lands).
- A covered person renders professional services needed by the trust — legal, land planning, appraisal, financial — and is compensated for doing so.
- A covered person, or his or her friends or family, directly benefits (monetary or non-monetary) from his or her involvement in a Trust negotiation - e.g. negotiating a lease agreement or contract on behalf of the Trust or a client of the Trust, with a relative or friend of a covered person.

**Examples of conflicts involving opposing loyalties:**

- A covered person makes use of knowledge gained in the course of land trust business for his or her own personal or business interests (e.g., a realtor on a land trust board using the information that a potential conservation easement may be placed on land next to a property on the market to encourage potential buyers and thereby increase his or her business).
- A covered person takes personal advantage of an opportunity he or she knows would be of interest to the land trust (e.g., purchasing a parcel of land for sale that he or she believes the land trust would like to acquire).
- A covered person influencing employment decisions to hire a close personal friend.
- A covered person seeking special concessions from the land trust on behalf of him- or herself or others (e.g., restrictions in a conservation easement that are less strict than the land trust's norms for easement-restricted land).
- A Board member is making a fundraising visit to a major Peconic Land Trust supporter. During the course of the visit, the supporter writes a generous check to the Trust. The Board member, also on the Board of another nonprofit organization, suggests this donor's name as a campaign prospect for her other organization.
- A farm is on the market and the Trust is conducting preliminary discussions with the owner. The Board of Directors conducts a deliberation about whether to acquire the property and what offer should be made. A Board member abstains from voting, but never discloses that his brother is a limited partner in the farm.

**Peconic Land Trust**
**Conflict of Interest Policy**
**Appendix B**

**Discussions and Findings**

covered person - as defined in Peconic Land Trust's conflict of interest policy: director, or staff
non-covered person – person unrelated to the Trust's operations
transaction - any conservation project, contract, or other possible cause for conflict, private inurement (covered person derives a benefit), or private benefit (incidental benefit to a non-covered person)

Date:
Name(s):
Transaction:

1. Relationship(s) to the Trust
   What is the relationship(s) between the person and the Trust?

2. Due Diligence/Findings
   Did the Audit Committee have discussions regarding relevant issues, which may include:
   - Real or perceived potential conflict
   - * Fair to the Trust
   - * Alternatives
   - Public conservation benefit
   - Private benefit (non-covered person) and private inurement (covered person)
   - Access to information not available to the general public
   - Impact on the reputation of the Trust
   - Advice of counsel

   * A related party transaction must be fair, reasonable, and in the best interests of the Trust. If there is substantial financial interest, alternatives must be considered (such as alternative bids).

3. Recusal
   Did any Board member recuse from discussion and vote?

4. Decision
   The Audit Committee has concluded:
   - The proposed transaction or Board resolution is appropriate.
   - Further steps are needed as specified. Explain.

**Peconic Land Trust**
**Conflict of Interest**

**Board of Directors ~ Disclosure Statement**

The following are relationships, interests, or situations involving you or a family member that might result in, or give the appearance of being, a conflict of interest with the Peconic Land Trust: *(Please write N/A for questions that are not applicable.)*

1. Are you an "Independent Director"* as defined in the Nonprofit Revitalization Act? ____ Yes or ____No. If no, Explain.

2. List business entities (e.g. LLC, corporations, etc.) that provide services to the Trust on a regular basis where you or a family member hold significant interest (more than 5% capital or profit):

3. List employment relationships and position (employee, consultant, or specify other) that do or are likely to engage in transactions with the Trust:

4. List other organizations/foundations and position (officer, director, member, trustee, or specify other):

5. Other disclosures: (use additional page)

**By signing this form, I attest that all information provided above involving myself and family members is complete and correct. I have read, understand, and will abide by the Conflict of Interest Policy. I have kept a copy of the agreement for future reference.**

Signature________________________________________ Date_____________

Print Name ______________________________________

Please return completed Disclosure Statement to the Board Secretary or:
Melanie Tebbens
Peconic Land Trust, PO Box 1776, Southampton, NY 11969

* New York State Nonprofit Revitalization Act of 2013 (revision effective 2017):

"Independent director" means a director who:(i)is not, and has not been within the last three years, an employee or a key person of the corporation or an affiliate of the corporation, and does not have a relative who is, or has been within the last three years, a key person of the corporation or an affiliate of the corporation; (ii) has not received, and does not have a relative who has received, in any of the last three fiscal years, more than ten thousand dollars in direct compensation from the corporation or an affiliate of the corporation;(iii) is not a current employee of or does not have a substantial financial interest in, and does not have a relative who is a current officer of or has a substantial financial interest in, any entity that has provided payments, property or services to, or received payments, property or services from, the corporation or an affiliate of the corporation if the amount paid by the corporation to the entity or received by the corporation from the entity for such property or services, in any of the last three fiscal years, exceeded the lesser of ten thousand dollars or two percent of such entity's consolidated gross revenues if the entity's consolidated gross revenue was less than five hundred thousand dollars; twenty-five thousand dollars if the entity's consolidated gross revenue was five hundred thousand dollars or more but less than ten million dollars; one hundred thousand dollars if the entity's consolidated gross revenue was ten million dollars or more; or (iv)is not and does not have a relative who is a current owner, whether wholly or partially, director, officer or employee of the corporation's outside auditor or who has worked on the corporation's audit at any time during the past three years. For purposes of this subparagraph, the terms: "compensation" does not include reimbursement for expenses reasonably incurred as a director or reasonable compensation for service as a director as permitted by paragraph (a) of section 202(General and special powers) of this chapter; and "payment" does not include charitable contributions, dues or fees paid to the corporation for services which the corporation performs as part of its nonprofit purposes, or payments made by the corporation at fixed or non-negotiable rates or amounts for services received, provided that such services by and to the corporation are available to individual members of the public on the same terms, and such services received by the corporation are not available from another source.

"Relative" of an individual means (I) his or her spouse or domestic partner as defined in Section twenty-nine hundred ninety-four-A of the public health law: (II) his or her ancestors, brothers and sisters (whether whole or half blood), children (whether natural or adopted), grandchildren, great-grandchildren or (III) the spouse or domestic partner of his or her brothers, sisters, children, grandchildren, and great grandchildren.

**Peconic Land Trust**
**Conflict of Interest**

**Staff ~ Disclosure Statement**

The following are relationships, interests, or situations involving you or a family member that might result in, or give the appearance of being, a conflict of interest with the Peconic Land Trust: *(Please write N/A for questions that are not applicable.)*

1. List business entities (e.g. LLC, corporations, etc.) that provide services to the Trust on a regular basis where you or a family member hold significant interest (more than 5% capital or profit):

2. List employment relationships and position (employee, consultant, or specify other) that do or are likely to engage in transactions with the Trust:

3. List other organizations/foundations and position (officer, director, member, trustee, or specify other):

4. Other disclosures:

**By signing this form, I attest that all information provided above involving myself and family members is complete and correct. I have read, understand, and will abide by the Conflict of Interest Policy. I have kept a copy of the agreement for future reference.**

Signature______________________________________ Date_____________

Print Name _____________________________________

Please return completed Disclosure Statement to:
Melanie Tebbens
Peconic Land Trust, PO Box 1776, Southampton, NY
11969

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Nora Catlin
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/Territory: NY Zip/Postal Code: [redacted]
   Country: US

   Business Address: PO 1776
   City: Southampton State/Province/Territory: NY Zip/Postal Code: 11969
   Country US
   Telephone: 631-283-3195

   Other present address(es): 296 Hampton Rd
   City: Southampton State/Province/Territory: NY Zip/Postal Code: 11968
   Country: US
   Telephone: 631-283-3195

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

| | | | |
|---|---|---|---|
| President | | Treasurer | |
| Chairman of Board | 10/20/2025 | Shareholder | |
| Chief Exec. Officer | | Secretary | |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Nora Catlin, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Nora Catlin, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Peconic Land Trust, Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Nora Catlin NORA.CATLIN@CORNELL.EDU

Board Co-Chair
Title

05/01/2026 03:13:16 pm
Date

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Harriet H. Dresher
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/Territory: NY Zip/Postal Code: [redacted]
   Country: US

   Business Address: Peconic Land Trust
   City: Southampton State/Province/Territory: NY Zip/Postal Code: 11969
   Country US
   Telephone: 631-283-3195

   Other present address(es):
   City: State/Province/Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

| | | | |
|---|---|---|---|
| President | | Treasurer | |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | | Secretary | 10/15/2020 |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Harriet H. Dresher, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Harriet H. Dresher, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Peconic Land Trust

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Harriet H. Dresher HHDRESHER@GMAIL.COM

Secretary

Title

05/01/2026 03:26:47 pm

Date

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Nancy Gilbert
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Territory: NY Zip/Postal Code: [redacted]
Country: US

Business Address: PO Box 1776,
City: Southampton State/Province/Territory: NY Zip/Postal Code: 11969
Country US
Telephone: 6312833195

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

| | | | |
|---|---|---|---|
| President | | Treasurer | 11/01/2020 |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | | Secretary | |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Nancy Gilbert, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Nancy Gilbert, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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Peconic Land Trust

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Nancy Gilbert NANCY@WINDSWAYFARM.COM

Treasurer

Title

05/01/2026 06:38:30 pm

Date

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: John v.H. Halsey
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/Territory: NY Zip/Postal Code: [redacted]
   Country: US

   Business Address: 296 Hampton Rd
   City: Southampton State/Province/Territory: NY Zip/Postal Code: 11968
   Country US
   Telephone: 6312833195

   Other present address(es):
   City: State/Province/Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

| | | | |
|---|---|---|---|
| President | 08/01/1983 | Treasurer | |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | 08/01/1983 | Secretary | |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, John v.H. Halsey, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, John v.H. Halsey, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

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Peconic Land Trust Incorporated

Name of submitting business

Electronically signed and certified at the date and time indicated by:

John v.H. Halsey JHALSEY@PECONICLANDTRUST.ORG

President

Title

05/03/2026 11:50:48 am

Date

**PRINCIPAL QUESTIONNAIRE FORM**

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1. Principal Name: Edward Krug
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: NY Zip/Postal Code: [redacted]
   Country: US

   Business Address: PO Box 1776
   City: Southampton State/Province/ Territory: NY Zip/Postal Code: 11969
   Country US
   Telephone: 9177630526

   Other present address(es): [redacted]
   City: [redacted] State/Province/ Territory: NY Zip/Postal Code: [redacted]
   Country: US
   Telephone: [redacted]

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

| | | | |
|---|---|---|---|
| President | | Treasurer | |
| Chairman of Board | 10/01/2023 | Shareholder | |
| Chief Exec. Officer | | Secretary | |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Edward Krug, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Edward Krug, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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Peconic Land Trsut

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Edward Krug EKRUG134@GMAIL.COM

Chair of Board

Title

05/01/2026 03:17:50 pm

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Peconic Land Trust, Inc

Address: 296 Hampton Road

City: Southampton State/Province/Territory: NY Zip/Postal Code: 11968

Country: US

2. Entity's Vendor Identification Number: 112667021

3. Type of Business: Other (specify) Non profit

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: Current Officers.docx

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

No shareholders - non profit organization

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Atta a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but a not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State ( New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

NA

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

NA

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NA

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of tl firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Jessica Murphy [JMURPHY@PECONICLANDTRUST.ORG]

Dated: 05/01/2026 02:39:18 pm

Title: Director

**The term lobbying shall mean any attempt to influence**: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.